

# City Commission Meeting Agenda 2 Park Drive South, Great Falls, MT Virtual Meeting by Zoom April 06, 2021 7:00 PM

Due to the COVID-19 health concerns, the format of the City Commission meeting will be held in a virtual video-conferencing environment. City Commission members and City staff will attend the meeting via a remote location, using a virtual meeting method.

In order to honor the Right of Participation and the Right to Know (Article II, Sections 8 and 9 of the Montana Constitution), modifications have also been made for public participation. Public participation is welcome in the following ways:

- Attend the virtual meeting utilizing Zoom Webinar. Attendees must register in advance for the Commission Meeting: https://us02web.zoom.us/webinar/register/WN\_EWszkMTDQM-YCOo6nKMGVA
- After registering, you will receive a confirmation email containing information about joining the webinar by Zoom.
- Participate by phone. Attendees must register in advance for the Commission Meeting using the link above. After registering, you will receive a confirmation email containing information about joining the webinar by phone. If you do not have internet access you may contact the Great Falls Public Library prior to the meeting at 453-9706 and they can assist with registration. This would need to be done by 5:30 on the evening of the meeting. The Mayor will provide direction during the meeting on how to alert staff that you have comments for the agenda item.
- Attend in person. Masks are recommended and social distancing will be enforced. Public may view
  and participate in the meeting from the Gibson Room. Please refrain from attending in person if you
  are not feeling well.
- Provide public comments in writing. Comments may be sent via mail to City Clerk, PO Box 5021, Great Falls MT 59403 or by email to: <a href="mailto:commission@greatfallsmt.net">commission@greatfallsmt.net</a>. Include the agenda item or agenda item number in the subject line, and include the name of the commenter and either an address or whether the commenter is a city resident. Please ensure that comments arrive before 12:00 PM on Tuesday, April 6, 2021. Due to tracking and dissemination requirements, written communication must be received by that time in order to be shared with the City Commission and appropriate City staff for consideration during the agenda item and before final vote on the matter; and, will be so noted in the official record of the meeting.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

**ROLL CALL / STAFF INTRODUCTIONS** 

AGENDA APPROVAL

CONFLICT DISCLOSURE / EX PARTE COMMUNICATIONS

Public Safety Telecommunicators Week

#### **MILITARY UPDATES**

1. Miscellaneous reports and announcements from Montana Air National Guard.

# PETITIONS AND COMMUNICATIONS/NEIGHBORHOOD COUNCILS/BOARDS AND COMMISSIONS

2. Miscellaneous reports and announcements.

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

3. Appointment to the Housing Authority Board of Commissioners.

#### **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, March 16, 2021, Commission Meeting.
- 6. Total Expenditures of \$3,092,881 for the period of February 27, 2021 through March 24, 2021, to include claims over \$25,000, in the amount of \$2,453,507.
- 7. Grants List.
- 8. Adopt Resolution 10394, Correcting a clerical error in the heading of Resolution 10377.
- 9. Approve the purchase of a precast concrete restroom from CXT, Inc. an L.B. Foster Company of Spokane, WA through Sourcewell, formerly known as NJPA, for \$152,265 to be placed in Lions Park.
- 10. Set a public hearing for April 20, 2021 on Resolution 10390 from the Great Falls Business Improvement District to use Downtown Urban Renewal District Tax Increment Financing (TIF) funds for the cost of trimming, maintaining, and replacing boulevard trees in the Downtown Urban Renewal District.
- 11. Approve a Professional Services Agreement in the amount of \$130,600 with WWC Engineering for the Missouri River Bank Stabilization Project, and authorize the City Manager to execute the professional services agreement.
- 12. Award a contract in the amount of \$569,485 to Central Plumbing and Excavation for the Southside Water Main Replacements Phase I, and authorize the City Manager to execute the contract documents.
- 13. Postpone Public Hearing on Resolution 10392, Amending section (4)C of Resolution 10375 establishing the rates, fees and penalties associated with title 10 of the Official Code of the City of Great Falls (OCCGF) pertaining to the City's parking system to May 4, 2021.

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

#### **PUBLIC HEARINGS**

- 14. Independence Bank Minor Subdivision and the 10th Street Bridge Minor Subdivision and a land exchange between Independence Bank and the City of Great Falls. *Action: Conduct a joint public hearing. (Presented by Craig Raymond)* 
  - A.) Approve or deny the Exchange Agreement.
  - B.) Approve or deny the Independence Bank Minor Subdivision as legally described in the Staff Report, and the accompanying Findings of Fact and approve or deny the 10th Street Bridge Minor Subdivision as legally described in the Staff Report, and the accompanying Findings of Fact.

#### **NEW BUSINESS**

#### ORDINANCES / RESOLUTIONS

- 15. Resolution 10393, Adopting the City of Great Falls Montana Wayfinding Plan and approve the Memorandum of Understanding. *Action: Adopt or deny Res. 10393 and approve or deny the Memorandum of Understanding. (Presented by Craig Raymond)*
- 16. Resolution 10395, Establishing a Crime Task Force. Action: Adopt or deny Res. 10395. (Presented by Commissioner Tryon)
- 17. Resolution 10396, Relating to \$5,995,000 City of Great Falls, Montana, Tax Increment Urban Renewal Revenue Bonds (Downtown Urban Renewal District), Series 2021; Authorizing the sale and prescribing the forms and terms thereof and the security therefor. *Action: Adopt or deny Res.* 10396 (Presented by Melissa Kinzler)

#### **OLD BUSINESS**

- 18. Civic Center Façade and Roof Replacement. Action: Award or not award the construction contract in the amount of \$5,411,682 to Talisman Construction Services, Inc. and authorize the City Manager to execute or not execute the construction contract documents. (Presented by Craig Raymond)
- 19. Water Treatment Plant Filtration Improvements, Phase I. Action: Approve or deny final payments in the amount of \$204,156.81 to Sletten Construction and \$2,062.19 to the State Miscellaneous Tax Fund and authorize the City Manager to make the payments. (Presented by Paul Skubinna)

#### **CITY COMMISSION**

- 20. Miscellaneous reports and announcements from the City Commission.
- 21. Legislative Initiatives.

#### **ADJOURNMENT**

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



Commission Meeting Date: April 6, 2021

# CITY OF GREAT FALLS COMMISSION AGENDA REPORT

**Item:** Appointment to the Housing Authority Board of Commissioners

From: City Manager's Office

**Initiated By:** Great Falls Housing Authority

**Presented By:** City Commission

**Action Requested:** Appoint a Member to the Great Falls Housing Authority Board of

Commissioners for the remainder of a five-year term through June 30, 2022.

#### **Suggested Motion:**

1. Commissioner moves:

"I move that the City Commission (appoint/not appoint) Rodney Blake for the remainder of a five-year term through June 30, 2022 to the Great Falls Housing Authority Board of Commissioners."

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

**Board Recommendation:** It is recommended that the City Commission appoint Rodney Blake to the Great Falls Housing Authority Board to serve through June 30, 2022.

**Summary:** Ryan Hart was appointed to the board on July 1, 2017 and resigned on February 18, 2021. Mr. Blake applied in May of 2020 for a previous vacancy and is still interested in serving on the Board. During their meeting on March 11<sup>th</sup> the Board of Commissioners recommended appointing Rodney Blake.

#### **Background:**

The Great Falls Housing Authority Board consists of seven commissioners appointed by the City Commission. Two commissioners must be residents of the Housing Authority properties. The Board is an independent authority responsible for setting policy for the operation and management of public housing properties, HUD Section 8 program and other affordable housing programs. The Board also serves as the loan committee for the City's Housing Rehabilitation Program. The Board is also responsible for providing safe, decent, sanitary, and affordable housing for the community's low-income residents. Tenant terms are two years and regular members are five years.

Continuing members of this board are:

Rosalie Kiernan	5/19/20 - 6/30/25
David Fink	7/17/18 - 6/30/23
Douglas Spence	5/19/20 - 6/30/21
Megan Bailly	7/16/19 - 6/30/24

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Terri Sullivan 7/5/17 – 6/30/22 Lyle. W. LaPree 3/16/21 – 6/30/22

Member resigning:

Ryan Hart 7/1/17 - 6/30/22

Citizen interested in serving:

Rodney Blake

**Alternatives:** The Commission could direct staff to continue advertising for other citizen interest.

**Concurrences:** Great Falls Housing Authority Board of Commissioners met on March 11, 2021 and recommended appointing Mr. Blake to the Board. City Staff began advertising for that vacancy on March 1.

#### **Attachments/Exhibits:**

Application

Page 2 of 2



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

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

Board/Commission Applying For:		Date of Application:	
Housing Authority Advisory	Board	5/8/20	
Name: Rodney Blake	))		
Home Address:	Er	mail address:	
8 Gopher Dr., G.F.	n	odney. Wake the ngineering	19.00m
Home Phone: 406-268-1921 Work Phone: 406-76	1-3010	Cell Phone: 406-564-3200	
	Employer:	*	
Structural Engineer	TD+H	Engineering.	
Would your work schedule conflict with meeting dates?	es □ No (If ye	s, please explain)	
	N of the	recommended	
Related experiences or background: 20+ years working at TD+H designing	buildings,	providing structural	
Related experiences or background: 20+ years working at TD+H designing improvements to existing buildings of projects. Additionally, I was involve Educational Background:  BYU	ed with St	multiple discipline ructural renovation work a	+
Educational Background:		Austin Hall 18 years ago.	
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IF NECESSARY, ATTACH A SEPARATE SHEET FOR	YOUR ANSWEI	RS TO THE FOLLOWING:	
Previous and current service activities:	S.1		
Church volunteer leadership p	s norkize		
Youth leader			
Boy Scout Leader			
Previous and current public experience (elective or appointive	):		
None			
Membership in other community organizations:			
N/A			

Have you ever worked for or are you currently working for the City of Great Falls? Yes \( \text{No.} \) If yes, where and when?
Do you have any relatives working or serving in any official capacity for the City of Great Falls? Yes I November 1988, who, which department, and relationship?
Have you ever served on a City or County board? Yes Down If yes, what board and when did you serve?
Are you currently serving on a Board? Yes of No - If yes, which board?  Board of Directors for TD+H Engineering
Please describe your interest in serving on this board/commission?
The been meaning to be involved in The community more
The been meaning to be involved in the community more than I have in the pastand feel my expensence can help with infrastructure questions for GFHA of I
could serve on the Board.
Please describe your experience and/or background which you believe qualifies you for service on this
As a structural Engineer I've provided hundreds of investigation reports on various Structures throughout montana. I've also been involved in the construction industry which can be valuable to CIDA
reports on various Structures "throughout montang, I've also
been involved in the construction industry which can be valuely
1001-21,
Additional comments:
Signature   Date: 5/8/20

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

#### Return this form to:

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

(406) 727-0005

Email:

kartis@greatfallsmt.net

Agenda #5.

#### JOURNAL OF COMMISSION PROCEEDINGS March 16, 2021

Regular City Commission Meeting

Mayor Kelly presiding

**CALL TO ORDER:** 7:00 PM Civic Center Gibson Room 212

#### PLEDGE OF ALLEGIANCE

Due to the COVID-19 health concerns, the format of the City Commission Meeting was held in a virtual video-conferencing environment.

ROLL CALL/STAFF INTRODUCTIONS: City Commission members participated electronically via Zoom Webinar: Bob Kelly, Owen Robinson, Rick Tryon, Mary Sheehy Moe and Tracy Houck. City Staff participating electronically were: City Manager Greg Doyon, Finance Director Melissa Kinzler, and City Attorney Sara Sexe. Park and Recreation Director Steve Herrig, Planning and Community Development Director Craig Raymond, Public Works Director Paul Skubinna, Fire Chief Jeremy Jones and Police Captain John Schaffer were present in the Gibson Room, and City Clerk Lisa Kunz was present in the Commission Chambers.

To honor the Right of Participation and the Right to Know (Article II, Sections 8 and 9 of the Montana Constitution), modifications have also been made for public participation as follows:

- Attend in person. The City will be following the Cascade County Board of Health and the Public Health Officer Orders. Masks will be required and social distancing will be enforced. Public following these directives may view and participate in the meeting from the Gibson Room. Please refrain from attending in person if you are not feeling well.
- Attend the virtual meeting utilizing Zoom Webinar. Attendees must register in advance for the Commission Meeting: <a href="https://us02web.zoom.us/webinar/register/WN\_-mWlI667Rmqpgf5CRaphoA">https://us02web.zoom.us/webinar/register/WN\_-mWlI667Rmqpgf5CRaphoA</a>
   After registering, you will receive a confirmation email containing information about joining the webinar by Zoom.
- <u>Participate by phone.</u> Attendees must register in advance for the Commission Meeting using the link above. After registering, you will receive a confirmation email containing information about joining the webinar by phone. If you do not have internet access, you may contact the Great Falls Public Library by 5:30 p.m. the day of the meeting at 453-9706 and they can assist with registration.
- <u>Provide public comments in writing.</u> Submit comments via mail addressed to City Clerk's Office, PO Box 5021, Great Falls, MT 59403 or by email to: <u>commission @greatfallsmt.net</u> by 12:00 PM the day of the meeting.
- The agenda packet material is available on the City's website: <a href="https://greatfallsmt.net/meetings.">https://greatfallsmt.net/meetings.</a> The Public may view and listen to the meeting on cable channel 190, or online at <a href="https://greatfallsmt.net/livestream">https://greatfallsmt.net/livestream</a>.

**AGENDA APPROVAL:** City Manager Greg Doyon noted the draft March 2, 2021 meeting minutes were updated after original posting. There were no proposed changes to the agenda by the City Manager or City Commission. The agenda was approved as presented.

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

#### **COMMUNITY HEALTH INITIATIVES**

### 1. <u>COMMUNITY HEALTH INITIATIVES.</u>

Commissioner Robinson, Board of Health member, reported that it is easier now to sign up for appointments and there are more places to go to get the Covid vaccine.

Mayor Kelly added that Governor Gianforte is going to lower the age to 16, regardless of underlying medical conditions, to receive the vaccine as of April 1, 2021. The effort is to bring in as much of the supply as possible and distribute it to as many people over the age of 16.

The City-County Health Department's website has the latest updates on the Covid-19 vaccine and the locations to receive the vaccination in Cascade County.

## PETITIONS AND COMMUNICATIONS/NEIGHBORHOOD COUNCILS/ BOARDS AND COMMISSIONS

#### 2. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

Written communication was received from **Stacy Hopkins**, City resident, facetiously thanking City officials for prolonging and delaying the proposed partnership with the Maclean Cameron Animal Adoption Center.

#### 3. APPOINTMENT TO THE HOUSING AUTHORITY BOARD OF COMMISSIONERS.

Commissioner Moe moved, seconded by Commissioner Houck, that the City Commission appoint Lyle W. LaPree as a Tenant Member for the remainder of a two-year term through June 30, 2022 to the Housing Authority Board of Commissioners.

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

Appreciation was expressed to Mr. LaPree for submitting his application and seeking to become involved in public office.

Mayor Kelly called for the vote.

Motion carried 5-0.

#### 4. APPOINTMENT TO THE AUDIT COMMITTEE.

Commissioner Moe moved, seconded by Commissioner Houck, that the City Commission appoint John Dutzer to the Audit Committee to fill a private citizen position for a three-year term through June 30, 2023.

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

Mayor Kelly expressed appreciation to Jeremy Trebas for serving two terms on this Committee. The other two applications will remain open for future consideration.

Mayor Kelly called for the vote.

Motion carried 5-0.

#### **CITY MANAGER**

#### 5. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

City Manager Greg Doyon provided updates on the following:

- With regard to the Aim High Big Sky Recreation Center (OF 1770), the Conditional Use Permit for the facility to be located in Lions Park will be presented to the Planning Advisory Board on March 23, 2021, and their recommendation will then be advanced to the City Commission for consideration during a public hearing.
- The design team sent a letter to the Department of Transportation with a proposed design and alternatives to address traffic concerns.
- Work continues on the site plan and submittal for an environmental review.
- The entrance and concept to the facility was a topic of discussion, as well as working through issues pertaining to sewer line diameter to accommodate the volume of water change over in the pool, storm water pond locations and designs, and parking. There is a minimum of 130 parking stalls required for a facility of this size. They are considering expanding that number to 180 to make sure there is not overflowing traffic out onto the residential streets. There are traffic counters in place in that neighborhood that are being monitored.
- Architectural features are being looked at, and the preliminary design rearranged to address the administrative desk areas and storage areas.
- Concerns about the roof design have been addressed and the current design was modified.
- The architect is working on energy reduction efforts, noting that much of it is driven by the State's energy code.
- The Police Chief recruitment is underway, beginning with internal recruitment until March 19<sup>th</sup>. There will be public involvement throughout the recruitment process.
- President Biden signed a \$1.9 trillion dollar American Rescue Plan on March 11, 2021, that includes about \$350 billion dollars in direct aid to states, territories, tribes, cities and counties. Some uses that will be allowed include the ability of those jurisdictions to meet some revenue gaps because of Covid. It will be potentially utilized for mitigating economic harm from the pandemic and will allow those jurisdictions to make investments in water, sewer, and broadband infrastructure through a State administrative program. The City is slated to receive about \$20 million dollars in two payments over the course of the next year. Ultimately, the City Commission will determine the course and use of those funds. Suggested potential uses include: address direct economic impact due to Covid, prepare

for a stronger public safety posture from what we learned from this pandemic and applying that to facility design or employee safety situations, tax relief as appropriate recognizing the economic impact to tax payers in Great Falls, and infrastructure support that may include economic recovery efforts for industry and housing. The City does not have the specifics on how the most recent relief funds can be used, or the restrictions on the \$20 million dollar allocation. He has been working on a prioritized list for the Commission to consider.

• There is new CDBG funds (\$808,000) and HOME funds (\$280,000) available for allocations. Interested parties can apply at the Planning and Community Development Department. Applications must include eligible activities.

Mayor Kelly commented that he looks forward to Manager Doyon's recommendations with regard to the American Rescue Plan funds.

#### **CONSENT AGENDA.**

- **6.** Minutes, February 25, 2021, Special City Commission Meeting.
- 7. Minutes, March 2, 2021, City Commission Meeting.
- **8.** Total Expenditures of \$2,160,631 for the period of February 17, 2021 through March 3, 2021, to include claims over \$25,000, in the amount of \$1,803,208.
- **9.** Contracts List.
- **10.** Approve the application for the Assistance for Firefighters Grant in the amount of \$35,080 for the purchase of software and equipment for the Fire Prevention and Safety Program.
- 11. Accept the Montana Disaster & Emergency Services grant award in the amount of \$397,749.75, and authorize the City Manager to execute the Hazard Mitigation Assistance Agreement for the Missouri River North Bank Stabilization. **OF 1693.0**
- 12. Set a public hearing for April 6, 2021 on Resolution 10392, Amending section (4)C of Resolution 10375 establishing the rates, fees and penalties associated with title 10 of the Official Code of the City of Great Falls (OCCGF) pertaining to the City's parking system.
- 13. Award the construction contract in the amount of \$828,532 to Planned and Engineered Construction, Inc. for the Sanitary Sewer Trenchless Rehabilitation Phase 23, and authorize the City Manager to execute the construction contract documents. **OF 1675.4**

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

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

Hearing none, Mayor Kelly called for the vote.

Motion carried 5-0.

#### **PUBLIC HEARINGS**

# 14. RESOLUTION 10386, VACATE THE ALLEY EASEMENT LEGALLY DESCRIBED AS THE WEST 20 FEET OF LOTS 1B, 1D, 1C, 1G, 1FF, 1FA, 1FB, 1FC, 1FD, AND 1FE OF SUN RIVER PARK ADDITION IN GREAT FALLS, MONTANA.

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

Planning and Community Development Director Craig Raymond reported that the Applicants, Gary and Nancy Martin, together with the majority of affected property owners, have requested that the City vacate the undeveloped alley between 24<sup>th</sup> Street SW and 25<sup>th</sup> Street SW from Central Avenue West and 2<sup>nd</sup> Avenue SW.

Based on previous testimony this is a unique situation. In 1952, the property in question was conveyed to Cascade County as an "Easement of Right-of-Way." In 1954, the property was annexed into the City. Between 1952 and present day, the right-of-way has never been developed and maintained as an alley. Apparently, a few property owners have used it for access to rear yards on unimproved surfaces. Staff is aware that support for the alley vacation is not unanimous. Staff's understanding is that there have been disputes amongst neighbors as well as code enforcement complaints due to how the right-of-way has been used over the years. It would seem that most if not all of these issues could be cleared up through this alley vacation. Even though access to the property will change, each parcel will be able to maintain access to the public right-of-way along the platted streets and avenues as opposed to an unofficial, unimproved, and unmaintained alley.

Existing utilities will continue to be supported and protected by an easement. As such, the City Public Works Department and NorthWestern Energy are supportive of the vacation.

Applicants, Gary and Nancy Martin, 124 24<sup>th</sup> Street SW, read a prepared statement that, in summary, included:

- The strip of land has never been maintained or used as an alley by the City.
- The strip of land is their property and they are taxed accordingly.

- Lots in the neighborhood are not unique to the City of Great Falls in that property owners on 24<sup>th</sup> and 25<sup>th</sup> Streets SW have access from the street into their backyards, similar to homeowners in Riverview and Fox Farm.
- Pictures depict vehicles crossing their and other neighbor's property beyond the 20 foot easement boundaries.

If their request for vacation is approved, the Martins concluded that:

- They will be afforded the same right as other homeowners on 24<sup>th</sup> Street SW to construct fencing or gates.
- They will no longer have to make costly repairs to their property due to damage caused by others.
- It will stop frequent traffic and end parked and abandoned vehicles on their property.
- If they so choose, they will have a marketable piece of property to sell.

Mayor Kelly asked if the Commission members had any clarifying questions.

Commissioner Tryon inquired if the only access to this right-of-way alley was 2<sup>nd</sup> Avenue SW.

Applicant Gary Martin responded in the affirmative, adding that some owners received permission from the City to put up gates.

Commissioner Tryon inquired if everyone had access to their backyard from 24<sup>th</sup> Street SW on the east side.

Applicant Nancy Martin responded in the affirmative, adding that they do not have to go across anyone else's property to access their backyards. Every homeowner, except for two, on 25<sup>th</sup> Street have also provided their own access to their backyards. Applicant Gary Martin added that those two homeowners would also have access from 25<sup>th</sup> Street to their own backyards if they moved some items out of the way.

Commissioner Moe referred to page 80 of the agenda packet, and inquired if it was a recent development that two lots were removed from the request for vacation and supported by the applicants.

Director Raymond responded that the change was prior to the Resolution of Intention.

Commissioner Moe commented that the key phrase in the Legal Department's analysis is whether the Commission "deems it is necessary." People have talked to the popularity of it, desirability of it, and the fairness of it. How does the Commission weigh the necessity of it?

City Attorney Sara Sexe responded that items one through four in the conclusion section of the memorandum pertain to the evaluation the City Commission could make. She also noted that the Commission could utilize any information that is provided by means of the public hearing process. Necessary is defined in the documents she provided. There are a couple of Montana Supreme

Court cases that deal with it. The necessity is a political decision to be made by the City Commission.

Commissioner Tryon inquired if there was any legal jeopardy for any kind of future litigation by either side of the issue and, specifically, those opposed, who might be able to use a prescriptive easement argument.

City Attorney Sexe responded that folks can sue or be sued for various reasons, and to look at the totality of the circumstances being dealt with. In this specific instance, the easement itself that is at issue talks about potential abandonment. The process for abandoning it for highway purposes is by official action provided by the statute. If it is abandoned all property rights would immediately revert to the first party, or the party on whose easement it attaches. The legal opinion sets forth the basis for the action, both factually with regard to the specific language of the easement at issue and Supreme Court case law in terms of having grounds to consider this and then reasons to consider as to whether or not reasonable access is maintained by all to protect.

Speaking in support of Resolution 10386 were:

**Vicky Laraas**, 120 24<sup>th</sup> Street SW, commented that she resides next to Gary and Nancy Martin. She displayed a video from her iPad of a black truck driving around her shed in her backyard, and commented that people use her driveway and the alleyway access to unload trailers and cars. She has paid \$2,000 for gravel for her property due to the damage caused.

**Alan Graf**, 28 24<sup>th</sup> Street SW, provided a 2014 letter from a City official stating he can fence off the property as long as he leaves access to utilities.

**Becky and Andrew Benbow**, 116 24<sup>th</sup> Street SW, commented that the same vehicle shown on Ms. Laraas's video also drives through their yard. The vehicles disrupt the ground and some have been stuck in the snow or mud. The drainage ditch was filled in when houses were built and it now causes all of the water to drain on the 20' easement property and on about 20' of their property. In the summertime there is, at times, one to two feet of water back there.

Speaking in opposition to Resolution 10386 were:

Roxann Settera, City resident, appeared via Zoom and commented that she needs the alley to access her backyard. The video that was displayed is old. Her son has resided in Billings since 2017. He did get stuck back there one time and needed help to get out. She has not accessed the alley or opened the gate since the beginning of October. Because the ditch has been filled in the properties flood. She did haul in gravel last summer and the cops were called on her for trespassing. When her parents bought the property in 1978 it included the easement. She and neighbor Steve Schoeneman, Lots 2A and 2D, cannot access their backyards from the front of their properties and will not be able to do tree trimming or other maintenance in their backyards if the Martins request for vacation is granted. Ms. Settera concluded that she and Steve Schoeneman should not have to suffer or have liabilities if they cannot access their backyards. She requested that the alley easements behind Lots 2A and 2D remain open.

Bill Levine, attorney representing Roxann Settera, appeared via Zoom and commented that the most important thing the Commission needs to understand is the physical layout of the properties. Ms. Settera's Lot 2D, 123 25th Street SW, and Mr. Schoeneman's Lot 2A, 121 25th Street SW, do not have access to their backyards because of the way the properties have been subdivided and developed. The Commission is faced with a number of lot owners on the 24<sup>th</sup> Street SW side who do not like the fact that they bought property that is subject to an easement. The easement has been in place for almost 70 years. They are trying to take away their neighbors' access and are neighbors who do not have other access to their backyards. What the 24<sup>th</sup> Street SW neighbors are trying to do is unfair to Ms. Settera and Mr. Schoeneman. Attorney Levine urged the Commission to acknowledge that this is not necessary. It is a long-standing easement that was in place when they purchased the properties and should remain in place. The proponents asked the Commission to respect their property rights and to enjoy full use of their property including the 20 feet subject to the easement. What they are asking the Commission to do, however, is to take away property rights from the neighbors on the 25th Street SW side. Taking away the public alley would also greatly diminish Ms. Settera and Mr. Schoeneman's property values by limiting how they can develop their property in the future. The neighbors to the north of Mr. Schoeneman have other access to their backyards. He suggested the Commission vacate a portion of the alley to the north of Mr. Schoeneman.

Mr. and Mrs. Martin responded that there is access through a gate on 25<sup>th</sup> Street SW to those two lots if the owners moved some things that are in the way. An easement is for emergency and utility vehicles only. They were made aware it was an alleyway when they wanted to put up a fence last summer. When they bought the property they knew about the easement and that it could be accessed by them and emergency vehicles. It was not for public use. They reiterated that since 1952 it has never been used or maintained as an alleyway. That piece of property should go back to the people that are maintaining it and the people that are paying taxes on it.

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

Commissioner Robinson moved, seconded by Commissioner Houck, that the City Commission adopt Resolution 10386 to vacate the alley easement as legally described in the staff report.

Mayor Kelly asked if there was any discussion amongst the Commission members.

Commissioner Houck inquired which City department or official signed off on the 2014 letter that was mentioned, and if there was an accident on that property who would be liable.

City Attorney Sexe responded the person responsible for the accident or injuries that occurred would be liable. If there is an alleyway, there is the potential that the City might be included as well.

Director Raymond responded that Public Works Director Jim Rearden signed the 2014 letter.

Mayor Kelly commented that there is a majority of the neighbors in favor of this. He is in favor of granting this for the neighbors to appreciate full use of their properties that they have being

paying taxes on. There are many homes in Great Falls that do not have vehicle access to their backyards.

Commissioner Moe asked Attorney Levine to give his perspective on "necessary" being the key consideration for the Commission.

Attorney Levine responded that he agrees with City Attorney Sexe that there is not clear guidance from the Montana Supreme Court on what exactly "necessary" means. It is a discretionary call for the Commission. The proponents want it to be vacated; however, he argued that it does not rise to the level of necessity for the City.

Commissioner Moe commented that petitioners have shown that over the course of a long period of time there seems to be no other solution to prevent there being a continuing nuisance, a hazard, a liability, and an intrusion on their property rights.

Commissioner Tryon commented that he considers it necessary to be in favor of this request to restore the property to the people that have been paying property taxes and maintaining the property all this time. From the documentation, it appears this was never intended to be an alley. Since there is no necessity for the public to drive through there to access one street to another it seems to be a simple, straightforward property rights issue.

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

Motion carried 5-0.

# 15. RESOLUTION 10387, CONDITIONAL USE PERMIT FOR A "WORSHIP FACILITY" LAND USE UPON THE PROPERTY ADDRESSED AS 511 CENTRAL AVENUE.

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

Planning and Community Development Director Craig Raymond reported that, if adopted, Resolution 10387 would grant a Conditional Use Permit (CUP) to allow for a Worship facility land use upon the property addressed as 511 Central Avenue. The subject property is zoned C-4 Central Business Core, wherein a Worship facility land use is permitted upon receiving a CUP and adhering to any required conditions. The subject property contains several other suites as well. The applicant has been using a suite as a meeting space for The Potter's House since February of 2020.

In March of 2020, the City received a Safety Inspection Certificate (SIC) request for the applicant to use the subject property as a Worship facility. The applicant and owner were unaware that the Worship facility land use was permitted only through a CUP in the C-4 Central Business Core zoning district. Additionally, the applicant had already signed a lease with the owner prior to filing the SIC request. To allow the applicant some time to consider his options, the SIC was issued with a condition that The Potter's House was allowed to occupy the space until September 1, 2020,

at which time the applicant would either need to relocate or apply for a Conditional Use Permit. Although the applicant did submit the application later than September 1<sup>st</sup>, they eventually complied with the CUP process requirement. The applicant believes the location best fits the mission of the church and has opted to apply for the required CUP to allow a longer-term stay in their downtown location.

Director Raymond noted that the City Commission recently amended regulations related to location of worship facilities and liquor serving establishments. Until that code amendment, liquor-serving establishments could not be located within 600 feet of worship facilities. Under that scenario, understandably, there would be some level of concern regarding the impact a church could have on the issuance of liquor licenses. Given the Commission's action, this is no longer an issue in consideration of this request.

Mayor Kelly asked if the Commission members had any clarifying questions.

Commissioner Robinson referred to the Agenda Report comment that the Safety Inspection Certificate (SIC) was issued with the condition that The Potter's House was allowed to occupy the space until September 1, 2020, at which time the applicant would need either to relocate or apply for a Conditional Use Permit. He inquired if The Potter's House has occupied the space since September 1<sup>st</sup>.

Director Raymond responded in the affirmative.

Commissioner Moe inquired if any measure has been taken of traffic patterns or their use of the facility on weekdays or times when there is more occupancy on Central Avenue and the adjoining streets.

Director Raymond responded that it did not appear to staff that they intended to use and occupy the space much during the week when there is traffic that is more significant. His understanding is that there is a group of approximately 25 people that use the space. The space is not a very large space and probably could not grow much larger than that.

Commissioner Moe referred to the Resolution, conditions of approval item 1, and inquired if expansion of use of the property require that they consult with Director Raymond.

Director Raymond responded that, if it were a similar number and similar impact, his department would not consider that to be a substantial change.

City Attorney Sexe added that a substantial change would be if they greatly expanded the footprint or the population of those being served on a daily basis.

Appearing via Zoom and speaking in support of Resolution 10387 was **Brett Doney**, Great Falls Development Authority (GFDA). Mr. Doney thanked the Commission for adopting an earlier ordinance that allows for these types of mixed-uses, and that GFDA is not opposed to the church holding many activities downtown. There is plenty of parking available.

No one spoke in opposition to Resolution 10387.

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

Commissioner Moe moved, seconded by Commissioner Tryon, that the City Commission adopt Resolution 10387 subject to the Findings of Fact and Basis of Decision, and the applicant fulfilling the listed Conditions of Approval.

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

Motion carried 5-0.

#### **OLD BUSINESS**

#### **NEW BUSINESS**

# 16. <u>LAND EXCHANGE AGREEMENT BETWEEN THE CITY OF GREAT FALLS AND INDEPENDENCE BANK.</u>

Planning and Community Development Director Craig Raymond reported that for years there has been visions of providing enhanced trail connections on each side of the river through the restoration of the 10<sup>th</sup> Street Bridge. The project has taken several years to bring it to this point and we find ourselves in a position to secure land on the south side of the river which could be used as a connecting point to our renowned River's Edge Trail system.

Independence Bank has purchased a tract of land along the Missouri River located in between the 9th Street North Bridge and the old 10th Street Bridge. This tract of land is located to the west of the old Falls Construction site and the Missouri River Diner. The City was approached by the bank to engage in a land swap for unusable land along the Missouri River for a piece of vacant land that the City owns along River Drive. The intent of the land swap is for the land along the river to be acquired by the City to facilitate a future trail connection to the 10th Street Bridge and for the bank to gain additional land needed for parking.

The property that the City would convey to the bank will not include property immediately off River Drive. Without knowing what specific improvements may be contemplated, staff feels this is critical land to preserve for possible transportation improvements.

There have been a lot of moving parts to this project and it is a complex project that has demanded significant amount of staff time to ensure the public's interest is served. In order to be transparent, we are aware that the bank has requested additional changes to the agreement in order to accommodate their desire to do a 1031 exchange with this property. This requested change was subsequent to the deadline for staff to submit agenda reports for tonight's meeting. At this point, staff supports the proposed subdivisions and land swap with the bank.

Commissioner Moe moved, seconded by Commissioner Robinson, that the City Commission set a public hearing for April 6, 2021 on the Exchange Agreement of City owned property which is anticipated to be subdivided from a larger parcel and will be described as Lot 1 of the 10<sup>th</sup> Street Bridge Minor Subdivision in exchange for Independence Bank owned property which is anticipated to be subdivided from a larger parcel and will be described as Lot 2 of the Independence Bank Minor Subdivision.

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

Appearing via Zoom and speaking in support of Resolution 10387 was **Brett Doney**, Great Falls Development Authority (GFDA). Mr. Doney commented that GFDA has been working on this site for a number of years through the Brownfield Program trying to move it towards redevelopment.

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

Commissioner Tryon inquired if it was a requirement that City property be vacated before considering a land swap.

City Attorney Sexe responded that staff has followed the ordinance with regard to the consideration of this item. There is no requirement for vacation of the property. It is not dedicated parkland, but land maintained by Park and Recreation.

Commissioner Tryon inquired how the properties were valued at approximately \$65,000.

Director Raymond responded that the properties have been appraised but staff is awaiting the final reports.

Commissioner Tryon requested that the appraisals be included when this item is considered at the public hearing.

Commissioner Robinson commented this is a win-win for everybody. It opens up River's Edge Trail to the end of the bridge.

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

Motion carried 5-0.

#### 17. CIVIC CENTER FAÇADE PROJECT (OF 1525.2).

Planning and Community Development Director Craig Raymond reported that City staff has been working on planning a façade renovation of the Civic Center in earnest at least since 2011. The City Commission has made significant investments in the project to this point through awarding design and construction drawing contracts and putting the project out for competitive bid.

The City conducted the bid opening on March 3<sup>rd</sup>. Six qualified bids ranging in price from \$7,973,789 to \$5,411,682 were received. The anticipated budget for the project was closer to \$5.5 million. Normally, staff would automatically suggest awarding the bid, but with a project of this magnitude, staff recommends postponing award of the bid until April 6<sup>th</sup> for more time to interview the apparent low bidder and to conduct reference checks, etc.

Commissioner Tryon moved, seconded by Commissioner Robinson, that the City Commission postpone the construction contract in the amount of \$5,411,682 to Talisman

Construction Services, Inc. for the Civic Center Façade, and authorize the City Manager to not execute the construction contract documents.

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

Mayor Kelly received confirmation that the bid was considered good until the date set to execute the contract documents.

Commissioner Robinson reported that he wrote to Manager Doyon that Talisman did some of the work when he opened another office in Spokane. He concurs with staff's request for additional time to do their due diligence and supports the motion.

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

Motion carried 5-0.

#### 18. <u>CITY FINANCE OFFICE REMODEL CHANGE ORDER # ONE (OF 1750.0).</u>

Planning and Community Development Director Craig Raymond reported that the City awarded a contract to Wadsworth Builders on November 17, 2020 to remodel the Finance Office area of the Civic Center in order to optimize work space and provide additional work areas for the City legal department. When construction commenced issues were discovered that are not unusual when embarking on remodel projects. While staff was aware that there is asbestos within the Civic Center, it was the hope that it would be left undisturbed in place. That obviously did not work out and appropriate testing and inspection personnel were engaged in order to conduct appropriate testing and monitoring of the abatement of the asbestos and lead materials. The contractor also ran into some unforeseen electrical issues that are addressed through this change order.

This change order also addresses design changes that were requested by the finance department and ADA compliance changes that were addressed at permit plan review subsequent to the award of project contract.

Commissioner Moe moved, seconded by Commissioner Houck, that the City Commission approve Change Order # One in the amount of \$45,344.88 and increase the total contract amount from \$297,000 to \$344,044.88 for City Finance Office Remodel.

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

Mayor Kelly inquired if there was an opportunity to utilize Brownfield funds for this project.

Director Raymond responded in the negative, due to having to pause construction on the project in order to apply for grants or loans.

Mayor Kelly commented that this is an old building and some of this is expected to find things during demo/construction. He noted they could see the same thing with the façade and roof as they

dig deep into the history of this building. He inquired if there are federal grant programs that the City could look at now that might help mitigate asbestos related or pollutant related costs that might be incurred.

Director Raymond responded that given the nature of the work with the façade it is unlikely asbestos or lead materials would be disturbed, but he will ask the architects and engineers their thoughts.

Mayor Kelly referred to the second paragraph of the agenda report and commented that he would think ADA requirements are at the front of all building contracts and especially in the public service sector. He inquired if the things in the change order were not foreseen.

Director Raymond explained that prior to the plan review the front counter area that faces the public was not going to be modified. All the work to the other space was compliant with current ADA regulations. When the plan review was done it triggered the thought of ADA and building code regulations as they exist today pertaining to new work and/or 20% of a certain dollar amount that has to go towards other elements of ADA improvements.

Commissioner Tryon requested clarification regarding the language in the agenda report pertaining to the opportunity to blend the hallway aesthetics together to provide a more cohesive look. He requested clarification regarding how much of the change order was attributed to blending the hallway aesthetics and who decided that was a necessary part of the remodel.

Director Raymond responded that aesthetics was not the priority. Director Kinzler requested that glass be removed from the doors and part of that area for safety considerations in an effort to make the area more secure. The glass was replaced with drywall and blended in with the rest of the hallway. In addition to ADA costs, the remodeling of the payment window is set forth in the revised cost proposal #6 in the total amount of \$6,482.97.

Commissioner Tryon expressed concern that it looks like it is unnecessary use of taxpayer money.

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

Motion carried 4-1 (Commissioner Tryon dissenting).

#### 19. ODDFELLOWS PARK RESTROOM IMPROVEMENTS (OF 1740.4).

Park and Recreation Director Steve Herrig reported that this project is being funded by Park District dollars. The project will include the demolition and removal of the existing restroom in Oddfellows Park, as well as utility and site work for the new restroom. A previously purchased concrete restroom will replace the aging restroom located in Oddfellows Park and will be delivered and installed by CXT of Spokane in conjunction with this project. The new restroom will include an Americans with Disabilities Act (ADA) toilet stall, 4 toilet stalls and 2 sinks on the women's side; and an ADA toilet stall, 2 toilet stalls, 2 urinals and 2 sinks on the men's side. It will also include an ADA drinking fountain unit on the exterior of the building. The prefabricated restroom was purchased from CXT, Inc. and approved by the City Commission on May 19, 2020.

Commissioner Houck moved, seconded by Commissioner Tryon, that the City Commission award a contract in the amount of \$151,308 to Kuglin Construction for the demolition of the existing restroom in Oddfellows Park, utility and site work for the new restroom, and authorize the City Manager to execute the construction contract documents.

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

Commissioner Robinson expressed concern about how long Oddfellows Park would be without a restroom. He suggested that the phasing order be changed so that the sanitary sewer work and platform be in place before tearing down the current restroom.

Director Herrig responded that the pad and stub ups are a priority to be in place before the restroom arrives. He will discuss the suggestion with the consultant. His understanding is there will be rented porta-potties if the current restrooms are taken out of service prior to opening the new restroom.

Commissioner Moe commented that this is a great example of the Park District at work and is a needed ADA facility.

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

Motion carried 5-0.

## 20. VALERIA WAY STORM DRAIN PHASE 2 PROJECT (OF 1463.1).

Public Works Director Paul Skubinna reported that this project was initiated to replace aging infrastructure, and reduce surface flooding issues. The original Valeria Way storm drain was installed in the 1920's along the historic Montana Railroad line. The existing 100-year old storm drain line shows signs of deterioration and is generally in poor condition.

Residents have complained that during short duration high intensity rainfall events they are subject to flooding and damage resulting from it. Flooding most notably occurs near the intersection of  $26^{th}$  Street North and  $6^{th}$  Avenue North.

Phase 1 of this project began at approximately  $19^{th}$  Street North and  $1^{st}$  Avenue North, and ended near the intersection of  $22^{nd}$  Street and  $3^{rd}$  Avenue North. The project installed 30-inch Reinforced Concrete Pipe (RCP) and Manholes that connected the two lines. Phase 2 of this project is intended to connect to the work completed under Phase 1, and extend to the intersection of  $26^{th}$  Street North and  $6^{th}$  Avenue North. This phase will also involve adding additional inlet capacity at the intersection of  $26^{th}$  Street North and  $6^{th}$  Avenue North.

Commissioner Robinson moved, seconded by Commissioner Moe, that the City Commission award a contract in the amount of \$1,642,200 to Western Municipal Construction, Inc. for the Valeria Way Storm Drain Phase 2 project, and authorize the City Manager to execute the necessary contract documents.

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

Commissioner Robinson expressed concern about closing 25th Street.

Director Skubinna responded that it is his belief that one lane of traffic on 25<sup>th</sup> Street will remain open.

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

Motion carried 5-0.

#### ORDINANCES/RESOLUTIONS

# 21. RESOLUTION 10389, ADOPTING A POLICY FOR THE USE OF AN AUTOMATED LICENSE PLATE READER FOR PARKING ENFORCEMENT AND STATISTICAL DATA-GATHERING PURPOSES.

Planning and Community Development Director Craig Raymond reported that on November 4, 2020, the City Commission approved the purchase of new parking enforcement equipment and software. The equipment includes new pay stations along Central Avenue which will replace some of the old parking meters, and License Plate Recognition (LPR) cameras that will be mounted on a vehicle that patrols the parking enforcement district. Staff is currently working with vendors to configure the equipment for installation as well as the accompanying software that ties it all together. It is the intent to increase public awareness about the changes and help the community adapt to changing systems. The final action is to adopt the use policy related to the LPR system.

Montana Code Annotated § 46-5-117 sets forth that prior to putting a License Plate Recognition system into service, an agency shall adopt and publicize a specific written policy governing its use. The policy shall at a minimum address the following: A) Use of any database to compare data obtained by the automatic license plate reader system; B) Retention of data associated with the automatic license plate reader system; C) Sharing of the data with another law enforcement agency; D) Training of automatic license plate reader system operators; E) Supervisory oversight of automatic license plate reader system use; F) Access to and security of data; G) Access to data obtained by automatic license plate reader systems not operated by the law enforcement agency; and H) Any other subjects related to automatic license plate reader system use by the law enforcement agency.

The policy attached to Resolution 10389 represents the policy that City staff as well as the City's designated and contracted parking enforcement contractor will be required to adhere to at all times.

Commissioner Robinson moved, seconded by Commissioner Moe, that the City Commission adopt Resolution 10389, adopting a policy for the use of an automated license plate reader for parking enforcement and statistical purposes.

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

Commissioner Robinson inquired if the policy would come before the Commission for approval.

Director Raymond responded that the policy is attached to the Resolution for approval.

In response to Commissioner Moe's inquiry, Director Raymond noted that the other cities in Montana that have similar policies are Missoula and Bozeman.

Commissioner Tryon inquired if Director Raymond has heard any significant privacy concerns.

Director Raymond responded that is why the state law was adopted and why the City is adopting a policy for use and not misuse.

Commissioner Houck commented that she is promoting this and it will be a benefit to make parking fair and available.

Commissioner Moe added that the Parking Advisory Commission also did a good job of asking questions about this that Director Raymond was responsive to.

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

Motion carried 5-0.

#### **CITY COMMISSION**

#### 22. <u>MISCELLANEOUS REPORTS AND ANNOUNCEMENTS</u>

Mayor Kelly suggested the Commission go back to meeting in the Civic Center at the first meeting in May. As of April 1<sup>st,</sup> anyone over the age of 16 in the State of Montana can sign up to receive the vaccine that will be a great benefit to the community.

Commissioner Robinson concurred, but suggested that masks be required for another month or two.

Commissioner Moe commented that it is helpful for the Commission and the public to have a date certain. She suggested that the phone is a convenient option that should be continued to accommodate public comments.

#### 23. LEGISLATIVE INITIATIVES.

None.

Agenda #5.

## JOURNAL OF COMMISSION PROCEEDINGS March 16, 2021

## **ADJOURNMENT**

There being no further business to come before the Commission, Commissioner Moe moved, seconded by Commissioner Robinson, to adjourn the regular meeting of March 16, 2021, at 9:14 p.m.

Motion carried 5-0.	
	Mayor Bob Kelly
	City Clerk Lisa Kunz
	Minutes Approved: April 6, 2021



Commission Meeting Date:

April 6, 2021

#### CITY OF GREAT FALLS COMMISSION AGENDA REPORT

**ITEM:** \$25,000 Report

Invoices and Claims in Excess of \$25,000

**PRESENTED BY:** Finance Director

ACTION REQUESTED: Approval with Consent Agenda

# LISTING OF ALL ACCOUNTS PAYABLE CHECKS ISSUED AVAILABLE ONLINE AT

http://greatfallsmt.net/finance/checkregister

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

ACCOUNTS PAYABLE CHECK RUNS FROM NEW WORLD MARCH 4, 2021 - MARCH 24, 2021	639,655.54
ACCOUNTS PAYABLE CHECK RUNS FROM MUNIS MARCH 4, 2021 - MARCH 24, 2021	2,442,924.41
MUNICIPAL COURT ACCOUNT CHECK RUN FOR FEBRUARY 27, 2021 - MARCH 16, 2021	10,300.82

TOTAL: \$ <u>3,092,880.77</u>

#### **GENERAL FUND**

**FIRE** 

WEIDER & ASSOCIATES AFG GRANT FIRESTATIONS DIESEL 97,309.65

EXHAUST REMOVAL

**SPECIAL REVENUE FUND** 

PARK DISTRICT

L'HEUREUX PAGE WERNER PC INDOOR AQUATIC RECREATION CENTER 252,919.60

DESIGN

**ECONOMIC REVOLVING** 

PRINTING CENTER BSF GRANT PAYMENT FOR CRAGO 38,475.00

**CAPITAL PROJECTS** 

**GENERAL CAPITAL** 

WADSWORTH BUILDERS COMPANY INC FINANCE OFFICE REMODEL

97,171.81

26

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#### **ENTERPRISE FUNDS**

SEWER		
VEOLIA WATER NORTH AMERICA	MONTHLY WWTP OPERATION CONTRACT	256,147.61
VEOLIA WATER NORTH AMERICA	MONTHLY CONTRACTED CAPITAL	12,500.00
	IMPROVEMENTS	
STATE OF MONTANA-DEQ	OUTFALL CHARGES 2020	26,023.75
PARKING		
STANDARD PARKING CORPORATION	PARKING PROGRAM CONTRACT	28,046.89
INTERNAL SERVICES FUND		
HEALTH & BENEFITS		
MONTANA MUNICIPAL INTERLOCAL	EMPLOYEE INSURANCE DEDUCTIBLES	916,992.05
AUTHORITY	AND PREMIUMS	
TRUST AND AGENCY		
PAYROLL CLEARING		
STATE TREASURER	MONTANA TAXES	45,300.00
FIREFIGHTER RETIREMENT	FIREFIGHTER RETIREMENT EMPLOYEE &	49,271.20
	EMPLOYER CONTRIBUTIONS	
STATEWIDE POLICE RESERVE FUND	POLICE RETIREMENT EMPLOYEE &	66,557.83
DUDU O EMBLOVEE DETIDEMENT	EMPLOYER CONTRIBUTIONS	400.070.05
PUBLIC EMPLOYEE RETIREMENT	PUBLIC EMPLOYEE RETIREMENT	123,272.35
LIO DANIK	EMPLOYEE & EMPLOYER CONTRIBUTIONS	100 504 55
US BANK	FEDERAL TAXES, FICA & MEDICARE	190,561.55
LABORERS INTERNATIONAL UNION	EMPLOYEE CONTRIBUTIONS	27,940.41
MONTANA OE - CI TRUST FUND	EMPLOYEE CONTRIBUTIONS	26,846.54
UTILITY BILLS		
ENERGY KEEPERS INC	FEBRUARY 2021 ENERGY	45,864.00
ENERGY WEST RESOURCES	FEBRUARY 2021 NATURAL GAS CHARGES	26,297.04
HIGH PLAINS LANDFILL	FEBRUARY 2021 SANITATION CONTRACT	59,057.35
NORTHWESTERN ENERGY	FEBRUARY 2021 SLD CHARGES	66,952.45
CLAIMS OVER \$25000 TOTAL:	\$	2,453,507.08

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DATE: <u>April 6, 2021</u>

# CITY OF GREAT FALLS, MONTANA

#### COMMUNICATION TO THE CITY COMMISSION

**ITEM:** GRANTS LIST

Itemizing grants not otherwise approved or ratified by City Commission Action

(Listed grants are available for inspection in the City Clerk's Office.)

**PRESENTED BY:** Lisa Kunz, City Clerk

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

MAYOR'S SIGNATURE:

# **GRANTS**

	DEPARTMENT	OTHER PARTY (PERSON OR ENTITY)	PERIOD	GRANT AMOUNT REQUESTED	СІТҮ МАТСН	PURPOSE
A	City of Great Falls Animal Shelter	Bissell Pet Foundation	May 5-8, 2021	\$115/per dog/puppy \$40/per cat/kitten	\$0.00	Bissell Pet Foundation grant application for Empty the Shelter event that provides reimbursement for lower adoption fees, inclusive of spay/neuter and microchip fees.



Commission Meeting Date: April 6, 2021

# CITY OF GREAT FALLS COMMISSION AGENDA REPORT

**Item:** Resolution 10394 – Correcting a clerical error in the heading of Resolution

10377

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

**Initiated By:** Planning and Community Development

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

**Action Requested:** Consider Approval of Resolution 10394

#### **Suggested Motion:**

1. Commissioner moves:

"I move that the City Commission adopt Resolution 10394."

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

#### **Staff Recommendation:**

Staff recommends Commission adoption of Resolution 10394.

#### **Summary:**

Resolution 10377 was submitted to the City Commission on November 17, 2020. The Resolution allowed for a tax abatement at the property addressed as 14, 16, and 18 5<sup>th</sup> Street South and legally described as Lot 8, Block 364, Great Falls Original Townsite, Cascade County, MT. The header for Resolution 10377 erroneously listed the tax benefit for the owners of Big Sky Select, LLC. The correct owner should have been identified as John and Lisa Semansky. Resolution 10394 seeks to correct the clerical error regarding Resolution 10377.

#### **Fiscal Impact:**

Resolution 10394 will not affect the city's economic standing. Resolution 10377 was approved on November 17, 2020, and will affect the amount of taxes the City will receive, lowering the amount based on the tax abatement.

#### **Alternatives:**

The City Commission could choose to not approve Resolution 10394.

#### **Concurrences:**

The City Clerk has worked with Planning and Community Development to correct Resolution 10377.

#### **Attachments/Exhibits:**

Resolutions 10394 and 10377

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#### **RESOLUTION 10394**

A RESOLUTION CORRECTING A CLERICAL ERROR IN THE HEADING OF RESOLUTION 10377 TO READ:

"A RESOLUTION APPROVING THE APPLICATION FOR TAX EXEMPTION AND REDUCTION FOR THE REMODELING, RECONSTRUCTION, OR EXPANSION OF EXISTING COMMERCIAL BUILDINGS OR STRUCTURES; TAX BENEFIT FOR JOHN AND LISA SEMANSKY, FOR THE PROPERTY LOCATED AT 14, 16, AND 18 5<sup>TH</sup> STREET SOUTH, LEGALLY DESCRIBED AS LOT 8, BLOCK 364, GREAT FALLS ORIGINAL TOWNSITE, CASCADE COUNTY, MT., PURSUANT TO MONT. CODE ANN. § 15-24-1502

\* \* \* \* \* \* \* \* \* \*

WHEREAS, the Great Falls City Commission granted a tax abatement for John and Lisa Semansky on November 17, 2020; and

WHEREAS, the heading of Resolution 10377 contained a clerical error attributing the property to Big Sky Select instead of the rightful owners of John and Lisa Semansky.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, that Resolution 10394 is hereby adopted to correct the heading of Resolution 10377, Document Number R0399226 GRS, which was recorded on November 20, 2020. All other provisions contained in Resolution 10377 are accurate.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on April 6, 2021.

Bob Kelly, Mayor

ATTEST:
Lisa Kunz, City Clerk
(SEAL OF CITY)
APPROVED FOR LEGAL CONTENT:
Sara Sexe, City Attorney

#### **RESOLUTION 10377**

A RESOLUTION APPROVING THE APPLICATION FOR TAX EXEMPTION AND REDUCTION FOR THE REMODELING, RECONSTRUCTION, OR EXPANSION OF EXISTING COMMERCIAL BUILDINGS OR STRUCTURES; TAX BENEFIT FOR BIG SKY SELECT PROPERTIES, LLC, FOR THE PROPERTY LOCATED AT 14, 16, AND 18 5<sup>TH</sup> STREET SOUTH, LEGALLY DESCRIBED AS LOT 8, BLOCK 364, GREAT FALLS ORIGINAL TOWNSITE, CASCADE COUNTY, MT., PURSUANT TO MONT. CODE ANN. § 15-24-1502

\* \* \* \* \* \* \* \* \* \*

**WHEREAS**, Mont. Code Ann. § 15-24-1502 allows for the opportunity for local governing bodies to provide Tax Benefits for Remodeling, Reconstruction or Expansion of Existing Commercial Buildings or Structures; and

**WHEREAS**, said exemption allows for properties to receive a property tax reduction for the first five years; and

**WHEREAS**, the applicants, John and Lisa Semansky, have submitted an Application for Tax Exemption and Reduction for the Remodeling, Reconstruction, or Expansion of Existing Commercial Buildings or Structures tax benefit pursuant to Mont. Code Ann. § 15-24-1502 for the property located at 16 5<sup>th</sup> Street South described as Lot 8, Block 364, Great Falls Original Townsite, Cascade County, MT; and

**WHEREAS**, in order for a taxpayer to receive the tax benefits, following due notice as defined in Mont. Code Ann. § 7-1-4127 and a public hearing, the City Commission, having jurisdiction, must approve by separate resolution for each project the application for tax benefits; and

**WHEREAS**, the City Commission adopted Resolution 10119 on the 1<sup>st</sup> day of December, 2015, Establishing Criteria for Evaluating Tax Abatement or Benefit Requests.

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

Following a public hearing and taking into consideration the criteria established in Resolution 10119, the City Commission of the City of Great Falls does hereby approve John and Lisa Semansky's Application for Tax Exemption and Reduction for the Remodeling, Reconstruction or Expansion of Existing Commercial Buildings or Structures pursuant to Mont. Code Ann. § 15-24-1502.

PASSED AND AD	OPTED by the City	Commission of the	e City of Great	Falls, Montana,
on November 17th, 2020.				

	Bob Kelly, Mayor	
ATTEST:		
Lisa Kunz, City Clerk	_	
(SEAL OF CITY)		
APPROVED FOR LEGAL CONTENT:		
Sara Sexe, City Attorney	<del>_</del>	



Commission Meeting Date: April 6, 2021

# CITY OF GREAT FALLS COMMISSION AGENDA REPORT

**Item:** Purchase of Precast Concrete Restroom, O.F. 1740.7

**From:** Park and Recreation

**Initiated By:** Steve Herrig, Park and Recreation Director

**Presented By:** Steve Herrig, Park and Recreation Director

**Action Requested:** Approve Purchase

#### **Suggested Motion**

1. Commissioner moves:

"I move that the City Commission (approve/reject) the purchase of a precast concrete restroom from CXT, Inc. an L.B. Foster Company of Spokane, WA through Sourcewell, formerly known as NJPA, for \$152,265."

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

**Staff Recommendation:** Staff recommends that the City Commission approve the purchase of a precast concrete restroom from CXT, Inc. an L.B. Foster Company of Spokane, WA for \$152,265."

#### **Background:**

#### Purpose

The precast concrete restroom will replace the aging restroom located in Lions Park. The new restroom will include a handicap stall, 2 stalls and 2 sinks on the women's side; and a handicap stall, 1 stall, 1 urinal and 2 sinks on the men's side. It will also include an ADA drinking fountain unit on the exterior of the building. The existing restroom includes 2 stalls and 1 sink in both the women's and men's side, plus a family restroom with one toilet and one sink. The existing restroom will be repurposed.

#### **Evaluation and Selection Process**

The City of Great Falls has a membership with Sourcewell to view their competitive bid contracts. As a Sourcewell member, the City of Great Falls can interact directly with awarded vendors to facilitate a purchase. This also allows the City of Great Falls to work with the Sourcewell contract manager to verify pricing, answer contract questions or any other questions that may arise.

**Fiscal Impact:** This project has been budgeted through Great Falls Park District 1, Year Three funds.

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**Alternatives:** The City Commission could vote to reject the purchase of a precast concrete restroom for Lions Park and to face further deterioration of the current aging structure.

# **Attachments/Exhibits:**

Sourcewell Contract Acceptance and Award – CXT CXT Quote

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# ORDERING INFORMATION





CXT® Precast Concrete Products manufactures restroom, shower and concession buildings in multiple designs, textures and colors. The roof and walls are fabricated with high strength precast concrete to meet all local building codes and textured to match local architectural details. All CXT buildings are designed to meet A.D.A. and to withstand heavy snow, high wind and category E seismic loads. All concrete construction also makes the buildings easy to maintain and withstand the rigors of vandalism. The buildings are prefabricated and delivered complete and ready-to- use, including plumbing and electrical where applicable. With thousands of satisfied customers nationwide, CXT is the leader in prefabricated concrete restrooms.

- 1. ORDERING ADDRESS(ES): CXT Precast Products, Inc., 606 N. Pines Road, Suite 202, Spokane Valley, WA 99206
- 2. ORDERING PROCEDURES: Fax 509-928-8270
- 3. PAYMENT ADDRESS(ES): CXT Precast Products, Inc., 6701 E. Flamingo Avenue, Building 300, Nampa, ID 83687
- 4. WARRANTY PROVISIONS: CXT provides a one (1) year warranty. The warranty is valid only when concrete is used within the specified loadings. Furthermore, said warranty includes only the related material necessary for the construction and fabrication of said concrete components. All other non-concrete components will carry a one (1) year warranty. CXT warrants that all goods sold pursuant hereto will, when delivered, conform to specifications set forth above. Goods shall be deemed accepted and meeting specifications unless notice identifying the nature of any non-conformity is provided to CXT in writing within the specified warranty. CXT, at its option, will repair or replace the goods or issue credit for the customer provided CXT is first given the opportunity to inspect such goods. It is specifically understood that CXT's obligation hereunder is for credit, repair or replacement only, F.O.B. CXT's manufacturing plants, and does not include shipping, handling, installation or other incidental or consequential costs unless otherwise agreed to in writing by CXT.

This warranty shall not apply to:

- 1. Any goods which have been repaired or altered without CXT's express written consent, in such a way as in the reasonable judgment of CXT, to adversely affect the stability or reliability thereof;
- 2. To any goods which have been subject to misuse, negligence, acts of God or accidents; or
- 3. To any goods which have not been installed to manufacturer's specifications and guidelines, improperly maintained, or used outside of the specifications for which such goods were designed.
- 5. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): All prices subject to the "Conditions of Sale" listed on the CXT quotation form.

Customers are responsible for marking exact location building is to be set; providing clear and level site, free of overhead and/or underground obstructions; and providing site accessible to normal highway trucks and sufficient area for the crane to install and other equipment to perform the contract requirements. Customer shall provide notice in writing of low bridges, roadway width or grade, unimproved roads or any other possible obstacles to access. CXT reserves the right to charge the customer for additional costs incurred for special equipment required to perform delivery and installation. Customers will negotiate installation on a project-by-project basis, which shall be priced as separate line items. For more information regarding installation and truck turning radius guidelines please see our website at <a href="http://www.cxtinc.com">http://www.cxtinc.com</a>.

In the event delivery of the building/s ordered is/are not completed within 30 days of the agreed to schedule through no fault of CXT, an invoice for the full contract value (excluding shipping and installation costs) will be submitted for payment. Delivery and installation charges will be invoiced at the time of delivery and installation.

Should the delivery and installation costs increase due to changes in the delivery period, this increase will be added to the price originally quoted, and will be subject to the contract payment terms.

In the event that the delivery is delayed more than 90 days after the agreed to schedule and through no fault of CXT, then in addition to the remedies above, a storage fee of 1-½% of contract price per month or any part of any month will be charged.

- \*\*Customer is responsible for all local permits and fees.
- 6. DELIVERY CHARGE: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers.
- 7. PAYMENT TERMS: Payment to CXT by the purchaser shall be made net 30 days after submission of the invoice to the purchaser on approved credit. Interest at a rate equal to the lower of (i) the highest rate permitted by law; or (ii) 1.5% per month will be charged monthly on all unpaid invoices beginning with the 35th day (includes five (5) day grace period) from the date of the invoice. Under no circumstance can retention be taken. If CXT initiates legal proceeding to collect any unpaid amount, purchaser shall be liable for all of CXT's costs, expenses and attorneys' fees and costs of any appeal.
- 8. LIMITATION OF REMEDIES: In the event of any breach of any obligations hereunder; breach of any warranty regarding the goods, or any negligent act or omission of any party, the parties agree to submit all claims to binding arbitration. Any settlement reached shall include all reasonable costs including attorney fees. In no event shall CXT be subject to or liable for any incidental or consequential damages. Without limitation on the foregoing, in no event shall CXT be liable for damages in excess of the purchase price of the goods herein offered.
- 9. DELIVERY INFORMATION: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers. Use the information below to determine the origin:
- F.O.B. 6701 E. Flamingo Avenue, Building 300, Nampa, ID 83687 applies to: AK, CA, HI, ID, MT, ND, NV, OR, SD, UT, WA, WY.
- F.O.B. 901 North Highway 77, Hillsboro, TX 76645 applies to AR, AZ, CO, IA, KS, LA, MN, MO, MS, NE, NM, OK, TX.
- F.O.B. 362 Waverly Road, Williamstown, WV 26183 applies to AL, CT, DE, FL, GA, IL, IN, KY, MA, MD, ME, MI, NC, NH, NJ, NY, OH, PA, PR, RI, SC, TN, VA, VT, WI, WV.
- Prices exclude all federal/state/local taxes. Tax will be charged where applicable if customer is unable to provide proof of exemption.

2020 Terms





Taos with chase restroom building. Standard features include simulated barnwood texture walls, simulated cedar shake textured roof, vitreous china fixtures, interior and exterior lights, off loaded and set up at site.

		· .			
Base Price			Price per unit	Click to select	
Taos		\$ 1	10,710.00		110,710.00
Added Cost Options:					
Final Connection to Utilities		\$	4,740.00	<b>7</b>	4,740.00
Optional Wall Texture -choose one Split Face Block (\$4,620) O Stru	ck Trowel (\$4,620)			H Texture	6,300.00
Optional Roof Texture -choose one Delta Rib		\$	975.00		0.00
Two-Tone Color Scheme		\$	265.00		0.00
Stainless Steel Plumbing Fixtures		\$	7,685.00		0.00
Electric Hand Dryers (each)	Qty: 4	\$	625.00		0.00
Electronic Flush Valves		\$	4,300.00		0.00
Electronic Lavatory Faucets		\$	2,440.00		0.00
Exterior Mounted ADA Drinking Fountain w/Cane Skirt		\$	3,600.00	<b>V</b>	3,600.00
30-gallon Electric Water Heater		\$	790.00		790.00
Skylight in Restroom (each)	Qty: 4	\$	450.00		0.00
Marine Grade Skylight in Restroom (each)	Qty: 4	\$	1,525.00		0.00
Marine Package for Extra Corrosion Resistance		\$	6,510.00		0.00
Tile Floor in Restroom		\$	8,035.00		0.00
Fiberglass Entry and Chase Doors and Frames		\$	4,275.00		0.00
2K Anti-Graffiti Coating		\$	7,875.00		0.00
Timed Electric Lock System (does not include chase door)		\$	3,830.00		0.00
Exterior Frostproof Hose Bib with Box		\$	410.00	Ø	410.00
Paper Towel Dispenser	Qty:	\$	180.00		0.00
Toilet Seat Cover Dispenser (each)	Qty:	\$	80.00		0.00
Sanitary Napkin Disposal (each)	Qty:	\$	55.00		0.00
Baby Changing Station (each)	Qty:	\$	450.00	Ш	0.00
CXT Wastebasket (each)	Qty:	\$	130.00		0.00
Paint Touch up Kit - Single Color		\$	60.00		0.00
Paint Touch up Kit - Two Tone Color		\$	65.00	$   \overline{\mathcal{L}} $	65.00
Total Cost of Selected Accessories	from Accessories Price	e List:		\$	15,905.00
Estimated One-Way Transpor	tation Costs to Site (qu	uote):		\$	19,800.00
Custom Options: Engineered Stamped Drawings, \$5,85	0, bottle filler include	d		\$	5,850.00
Estimated monthly payment on 5 year lease \$3,060.53		Total Cost per U	Init Placed at J (excludes		152,265.00
This price quote is good for 60 days from date below, and is accurate and complete.	lac	cept this quote	e. Please proce	ess this order.	Company Name
Todal Wegh 3/12/2/ Date	Sourcewell 2 T	etyph	Her	· ~	Customer 3/12/1) Date

Agenda #9.

## OPTIONS

Exterior Color Options: (For single color mark an X	or for t	vo tone combinations	use W	= Walls / R = Roof.)		
Amber Rose		Liberty Tan		Berry Mauve		Sage Green
Toasted Almond		Oatmeal Buff		Buckskin		Rosewood
Sun Bronze		Golden Beige		Mocha Carmel		Malibu Taupe
Sand Beige	W	Natural Honey		Salsa Red		Java Brown
Pueblo Gold		Cappuccino Cream		Coca Milk		Raven Black
Granite Rock		Georgia Brick		Western Wheat	R	Nuss Brown
Rich Earth		Charcoal Grey		Hunter Green		Evergreen
Special roof color	#			and department of		
Special wall color	#					
Special trim color	#			AMERICA AND		
(Sage green, hunter and everg	green co	olors are not available	in color	ed through concrete.)		
<b>Rock Color Options:</b>						
✓ Basalt		Mountain Bler	nd	☐ Natural Grey		Romana
Roof Texture Options:  Cedar Shake		Ribbed Metal				
Wall Texture Options: (For single texture mark an )	( or for	different top and bott	om text	tures use T = Top / B	= Bott	om.)
Barnwood		Horizontal Lap		Napa Valley F	Rock 🕥	
Split Face Block		T Board & Batt		River Rock	5	Can only be used as bottom texture.
Stucco/Skip Trowe	el	Brick		B Field Stone	)	us bottom texture.
(Textures not included in CXT	's quote	are additional cost.)				
Door Opener Options:						
Non-locking ADA Privacy ADA Latch		propriette (village)		sh Plate sh Plate w/Slide Loo	ck	
Deadbolt Options:						
✓ CXT Supplied		ustomer Supplied:				
		• •	Type	& Part Number	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Per de desta de la colonia de
Accessible Signage Optior	is:					
✓ Men	<b>√</b> W	/omen		Inisex		
Paper Holder Options:						
2-Roll Stainless Ste	eel	✓ 3-Roll Stainle	ss Stee	el .		
Notes:						

#### **FORM E**

#### CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 030117-CXT

NJPA Authorized, Signatures:

Proposer's full legal name: CXT Inc.

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be April 14, 2017 and will expire on April 14, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA DIRECTOR OF COOPERATIVE CONTRACTS AND PROCUREMENT/CPO SIGNATURE	Jeremy Schwartz (NAME PRINTED OR TYPED)				
	Chad Coquette				
NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE	(NAME PRINTED OR TYPED)				
Awarded on April 14, 2017	NJPA Contract # 030117-CXT				
Vendor Authorized Signatures:  The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.					
Vendor NameCXT Inc					
Authorized Standbry's Title National Sales Ma	nager				
VENDOR AUTHORIZED SIGNATURE	Gary Burger [NAME PRINTED OR TYPED]				
Executed on 4/14 20_17	NJPA Contract # 030117-CXT				



Commission Meeting Date: April 6, 2021

#### CITY OF GREAT FALLS COMMISSION AGENDA REPORT

**Item:** Set a public hearing for Resolution 10390, A Resolution approving a

request from the Great Falls Business Improvement District to use

Downtown Urban Renewal District Tax Increment Financing (TIF) funds for the cost of trimming, maintaining, and replacing boulevard trees in the

Downtown Urban Renewal District.

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

**Initiated By:** Great Falls Business Improvement District

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

**Action Requested:** Set a public hearing for the request to use Downtown Urban Renewal

District Tax Increment Financing referenced above for April 20, 2021.

#### **Suggested Motion:**

#### 1. Commissioner moves:

"I move that the City Commission (set/not set) a public hearing for April 20, 2021, for a request from the Great Falls Business Improvement District to use Downtown TIF funds for the cost of trimming, maintaining, and replacement of boulevard trees in the Downtown Urban Renewal District."

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

**Staff Recommendation:** Staff recommends that the City Commission set a public hearing for April 20, 2021, for a request from the Great Falls Business Improvement District to use Downtown TIF funds for the cost of trimming, maintaining and replacement of boulevard trees in the Downtown Urban Renewal District.

**Summary:** The Great Falls Business Improvement District (BID) works on behalf of the downtown property owners and the Downtown Development Partnership. The Official Code of the City of Great Falls (OCCGF) 12.1.020 and 17.44.1.040 dictate that the adjoining property owners of the boulevard have the responsibility to maintain trees or vegetation in the boulevard or landscaping section adjoining their premises. The BID would like to maintain the boulevard tree inventory within the Downtown Urban Renewal District boundaries. This work would include tree-trimming and replacement of any tress that are deemed unhealthy. The BID will work closely with the City Forester in this regard.

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**Applicant's Request:** The BID is seeking up to \$125,000 over 5 years at up to \$25,000 per year which is the estimated cost of the maintenance of the boulevard trees and replacement of any unhealthy trees within the Downtown Urban Renewal District boundaries. BID will be asking for reimbursements after completion of the work each year. The project would begin in the spring of 2021 and run through 2026.

**Montana TIF Regulations**: Creation and administration of Tax Increment Financing (TIF) Districts is governed by the Montana State Urban Renewal statutes (Title 7, Chapter 15, Parts 42 and 43, MCA). The applicant feels that the requested costs are allowable TIF expenses pursuant to MCA 7-15-4288.

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

- (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 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, 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 development 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

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(12) the acquisition, construction, or improvement of facilities or equipment for reducing, preventing, abating, or eliminating pollution.

**Downtown Urban Renewal Plan and Requested TIF Funding Allocation Decisions:** In order for the municipality to approve TIF funding requests, such requests must be determined to be in compliance with the local jurisdiction's Urban Renewal Plan, as well as be eligible for TIF funding in accordance with the MCA Statutes noted in the previous section. To aid in the Downtown Development Partnership's recommendation, the City's Tax Increment Application Process establishes twelve specific criteria to assess the merits of a project in relation to the Downtown Urban Renewal Plan. Staff has reviewed the applicant's request based on the review criteria noted below, the Downtown Urban Renewal District Plan, and guidance from the City's outside TIF legal counsel.

#### City of Great Falls TIF Review Criteria:

**1.** <u>Public Infrastructure Improvements</u> - 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:** The applicant's request is not the typical transportation or utility project that the City or a private developer typically brings forward for TIF funding under the category of public infrastructure. The Great Falls Downtown Urban Renewal Plan allows for TIF funds to be used to "Ensure streetscape improvements that are designed to enhance pedestrian safety and pleasure by providing space for pedestrian needs and uses." As a result, maintaining and replacing the boulevard trees qualifies as an eligible project.

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:** Having a well-maintained and inviting streetscape will encourage more visitors and consumers to downtown which will help stimulate community vibrancy and the City's economy.

**3.** <u>Tax Generation</u> – 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:** The maintenance of the boulevard trees will not generate any significant taxable value to the district. However, improvements to the streetscape will enhance the District and compliment current and future developments, which will increase tax revenue.

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

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**Staff Analysis:** A contractor will be hired to perform the needed maintenance work for the boulevard trees over the course of five years. It is unknown at this time exactly how many jobs this will help support.

**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 project is necessary to maintain the aesthetics of the streetscape that the City has worked hard to build upon. If the streetscape were to deteriorate, the chance for blight within the Downtown Urban Renewal District would increase as time goes on.

**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:**

Trees are an essential element of the City's streetscape plan as evidenced within the Downtown Master Plan and the substantial monetary investment of the City, the BID, and the State of Montana CTEP funds. Clearly this supports a key community goal.

7. <u>Impact Assessment</u> – 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:** Maintaining and, if necessary, replacing the boulevard trees will only have positive impacts on the environment and have positive impacts on existing businesses and residents.

**8.** <u>Financial Assistance</u> – 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 BID is a quasi-governmental not-for profit agency and has limited financial resources. The ability to utilize TIF funds will enable the BID to focus and prioritize on other elements of its business objectives.

**9.** <u>Development's Feasibility</u> – 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:** This specific request supports the entire Downtown Urban Renewal District as opposed to one specific business or development. The resurgence and increased vibrancy of the district since the implementation of the Downtown Master Plan supports the feasibility of supporting a beautiful and well-maintained boulevard and streetscape.

**10.** <u>Developer Ability to Perform</u> – An assessment of the Applicant's capability to undertake the relative complexities of the development based on past performance on similar projects.

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**Staff Analysis:** The Applicant has received and managed multiple grants and other TIF allocation funds. The Applicant has shown that it is capable of completing a project within a manner that was appropriate and timely.

**11.** <u>Timely Compensation</u> – The feasibility of completing the development according to the Applicant's development schedule.

**Staff Analysis:** The applicant had stated that it would like to begin work on the trees during the spring of 2021. The BID will continue to work on the trees through a five-year period, culminating in 2026.

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

**Staff Analysis:** Government property is exempt from taxation.

**Determination of Appropriateness:** In discussions with outside legal counsel, Staff has concluded that the request for TIF funds is appropriate. MCA 7-15-4288 (4) includes, "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, telecommunications 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," as an eligible TIF activity under this category. The City believes that the maintenance and replacement of boulevard trees would fall under the category of infrastructure considering that they are required of developers and are located within the Public Right-of-Way. Under the title "CONNECTED," the Great Falls Downtown Urban Renewal Plan allows for TIF funds to be used to "Ensure streetscape improvements that are designed to enhance pedestrian safety and pleasure by providing space for pedestrian needs and uses." As a result, maintaining the boulevard trees qualifies as an eligible project.

**Fiscal Impact:** The City's Downtown TIF fund has a current cash balance of \$2,411,041. Annually the TIF receives approximately \$1,500,000. On October 6, 2020, the City Commission approved Ordinance 3222, which amended and restated the urban renewal plan for the Downtown Urban Renewal District and approved the Civic Center façade project as an urban renewal project. The annual payment for the debt for the Civic Center is approximately \$414,000, which leaves approximately \$1,086,000. As a result, there is clearly adequate funding in the TIF district to fulfill the request.

**Alternatives:** The City Commission could choose to not set a public hearing for April 20, 2021 and set a different date.

**Concurrences:** The City's outside legal counsel has reviewed the application and determined that the applicant's request is eligible for TIF funding consideration. The Downtown Development Partnership held a meeting on February 24, 2021, and voted unanimously to recommend approval of the BID's request.

#### **Attachments/Exhibits:**

• Resolution 10390

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- ApplicationApplication Narrative

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#### **RESOLUTION 10390**

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, APPROVING THE BUSINESS IMPROVEMENT DISTRICT'S APPLICATION FOR USE OF DOWNTOWN URBAN RENEWAL TAX INCREMENT FINANCING (TIF) DISTRICT FUNDS

\* \* \* \* \* \* \* \* \* \* \*

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

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

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

**WHEREAS**, the purpose of the Downtown Tax Increment Financing District is to stimulate revitalization and redevelopment of the Central Business District; and,

**WHEREAS**, Great Falls Business Improvement District has proposed the maintenance and replacement of boulevard trees within the Downtown Urban Renewal District, with eligible tax increment financing expenses and has applied for such funds; and

WHEREAS, City Staff has assessed the project in relation to the goals and objectives of the Downtown Urban Renewal District Plan, evaluated the project based on the evaluation criteria, and determined that expenditure of TIF funds up to the amount of \$125,000 to be paid out in

installments of up to \$25,000 per year for 5 years, is warranted for the purpose of paying for the maintenance and, if necessary, replacement of boulevard trees and sidewalk tree grates within the Downtown Urban Renewal District.

**NOW, THEREFORE, BE IT RESOLVED** by the City Commission of the City of Great Falls, Montana, that the Business Improvement District's Application for use of Downtown Urban Renewal Tax Increment Financing District Funds is approved in the amount of up to \$25,000 for five years (up to \$125,000 total) for the purpose of paying for the maintenance and, if necessary, replacement of boulevard trees and sidewalk tree gates within the Downtown Urban Renewal District.

PASSED AND ADOPTED by t April 20, 2021.	the City Commission of the City of Great Falls, Montana,
Bob Kelly, Mayor	
ATTEST:	
Lisa Kunz, City Clerk	
(CITY SEAL)	
APPROVED FOR LEGAL CONTENT	<b>:</b>
Sara R. Sexe, City Attorney	



#### CITY OF GREAT FALLS APPLICATION AND PROCESS FOR TAX INCREMENT FINANCING FUNDS

IMPORTANT: The material included below outlines the Tax Increment Financing application process and the responsibilities of the Applicant and the City of Great Falls. The Planning and Community Development Department is charged with processing all applications and accomplishing the plans established with creation of each district. Private projects requesting Tax Increment financial assistance will be evaluated by the Great Falls Planning Advisory Board. The Board will prepare a recommendation to the City Commission concerning each individual request using the criteria outlined in this document. Please review this information carefully before submitting the application forms or finalizing your development plans.

Failure to receive approval of a completed application BEFORE construction begins may affect the Applicant's eligibility for Tax Increment Financing assistance from the City of Great Falls.

#### INTRODUCTION

The City of Great Falls is responsible for administering the urban renewal program in Great Falls, pursuant to Montana Urban Renewal Law (Title 7 Chapter 15 parts 42 and 43, Montana Code Annotated). Tax Increment Financing (TIF) is an important element of the program as it provides the City with a means to finance urban renewal, industrial, technology or aerospace activities. The TIF program operates by first establishing a base year taxable value for all properties within the appropriate district. All increases in property taxes in the district above this base valuation, due to new development or reappraisals, are assigned to the City to be used to finance eligible activities within the district.

The City has adopted five TIF districts:

#### Central Montana Agri-Tech Park

Boundaries Amended – May 7, 2013 (Ord. 3106) Boundaries Amended – December 4, 2007 (Ord. 2996) Original Adoption Date – May 17, 2005 (Ord. 2911) Base Year – January 1, 2005

#### West Bank Urban Renewal District

Adopted – March 20, 2007 (Ord. 2967) Base Year – January 1, 2007

#### **Great Falls International Airport Tax Increment Industrial District**

Boundaries Amended - September 1, 2009 (Ord. 3043) Original Adoption Date – November 5, 2008 (Ord. 3022) and boundaries were amended Base Year – January 1, 2008

#### **Downtown Urban Renewal District**

Adopted – May 15, 2012 (Ord. 3088) Base Year – January 1, 2012

#### **East Industrial Park Tax Increment Financing District**

Adopted – May 7, 2013 (Ord. 3105)

Base year: January 1, 2013

Applicants for TIF assistance are subject to program eligibility analysis and project review criteria listed below. In addition, project applications will be accepted and processed in the order in which they are received and approved based on the availability of funds in consideration of goals of the plan for the appropriate district.

#### **ELIGIBLE TIF ACTIVITIES**

7-15-4288, M.C.A defines how tax increments can be used by the municipality to pay 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 and includes:

- 1. Land acquisition, including acquisition of infrastructure-deficient areas and assemblage of land for development by private enterprise or public agencies, including sale, initial leasing, or retention by the municipality itself at fair value.
- 2. Demolition and removal of structures.
- 3. Relocation of occupants.
- 4. Public improvements such as the acquisition, 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, waterlines, waterways, sewage and water treatment facilities, natural gas lines, electrical lines, telecommunication lines, rail lines, rail spurs, bridges, publicly owned buildings and other public improvements.
- 5. Costs incurred in the exercise of urban renewal powers allowed under 7-15-4233, M.C.A.

#### APPLICATION PROCESS

Applicants seeking TIF assistance from the City must submit a written application for each TIF-assisted project.

The following procedure has been developed to allow for a thorough and public review of TIF funding requests.

- 1. <u>Initial Contact.</u> Contact the Planning and Community Development Department, Room 112 in the Civic Center, to discuss the project and determine eligibility for TIF assistance.
- 2. Prepare a Written Application. The Applicant must submit a complete written application for each funding request. Additional information may be required of Applicants by staff when deemed necessary for the evaluation process. City of Great Falls initiated and administered projects are required to complete an application. (City projects should complete the following sections of the application—Application for Funds, Eligible Activities and the Certification Page.)
- 3. <u>Staff Review.</u> Upon submittal of all necessary information, a staff group consisting of Fiscal Services, Planning and Community Development, Park & Recreation, and Public Works department heads and the Deputy City Manager will review the merits of the project and the need for funding. The Planning and Community Development Department staff will prepare a staff report and recommendation for the Planning Advisory Board and/or Downtown Development Partnership.
- 4. Advisory Board. The staff recommendation will be considered by the Planning Advisory Board or Downtown Development Partnership. The Downtown Development Partnership will consider all applications submitted for the Downtown Urban Renewal District; the Planning Advisory Board will consider all other TIF applications. The advisory boards will in turn prepare a recommendation to the City Commission for final approval. At any point in the review process the staff, the Planning Advisory Board, Downtown Development Partnership or the City Commission may request more information of the Applicant or solicit comments on the project from other public agencies.
- 5. <u>City Commission Review and Approval</u>. The City Commission will review the project, will consider the recommendation from the Planning Advisory Board and/or Downtown Development Partnership will approve or reject the funding request or any part thereof along with any special terms of TIF assistance.
- 6. <u>Development Agreement.</u> If TIF assistance is approved, the City and the Applicant must execute a legally binding Development Agreement which establishes the terms and conditions of the TIF assistance. Among the terms and conditions, the Agreement shall specify the schedule for the start and completion of the project, may require the Applicant to guarantee repayment of TIF assistance

if the terms of the Agreement are violated by the Applicant and may require an agreement for payment of an annual tax deficiency fee pursuant to §7-15-4294, MCA. The Development Agreement shall also specify whether the Applicant or City will be responsible for bidding or obtaining cost estimates and selecting contractors for funded activities. If receiving TIF dollars, the applicant is required to follow requirements for public construction contracts as pertains to payment and performance bonding and standard prevailing rate of wages. The Development Agreement must be approved by the City Commission. Projects initiated and/or administered by the City of Great Falls are not required to complete a Development Agreement.

<u>IMPORTANT NOTE:</u> Costs to be paid with TIF monies may not be incurred by the Applicant prior to funding approval and the satisfaction of any conditions of such approval.

#### **CRITERIA FOR REVIEW**

Materials contained in TIF applications are used to assess the merits of projects in relation to the goals and objectives of the appropriate district plan. To measure the public benefit derived from the project, the City evaluates projects based on the following criteria. Each district development is judged on its own merit; therefore, no weight is given to any of the criteria. The City Commission may establish additional criteria per district that would provide specific funding priorities.

- 1. <u>Public Infrastructure Improvements</u> 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 water lines, railroads, etc.
- 2. Economic Stimulus The amount of economic activity to be generated within the district through the development is assessed, as well as the leverage ratio of public to private investment. In general, the maximum limit of participation in any one development is 10% of the construction/rehabilitation costs, exclusive of acquisition cost. Development projects clearly demonstrating extraordinary benefit to districts or the community may, at the discretion of the 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.
- 3. <u>Tax Generation</u> The increase in taxable value due to new district development, including construction/rehabilitation, as estimated by the County Assessor's office to determine tax increment generation.
- 4. <u>Employment Generation</u> Total employment generated by the district development as assessed in terms of new permanent and part-time jobs, and

- construction jobs.
- 5. <u>Elimination of Blight</u> (applies to Urban Renewal Districts) 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.
- 6. <u>Special or Unique Opportunities</u> The extent to which the district's development represents a unique opportunity, meets a special need, or addresses specific district or community goals. The restoration of a historic property or the provision of an unmet community need is an example of special and unique opportunities.
- 7. <u>Impact Assessment</u> The extent of both positive and negative environmental impacts, appropriateness of the development's project design, and impact on existing businesses or residents.
- 8. <u>Financial Assistance</u> 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.
- 9. <u>Development's Feasibility</u> A determination of feasibility is made based on the strength of the Applicant's demonstration of market demand for the development in the district as contained primarily on the pro forma and financing commitments.
- 10. <u>Developer Ability to Perform</u> An assessment of the Applicant's capability to undertake the relative complexities of the development based on past performance on similar projects.
- 11. <u>Timely Completion</u> The feasibility of completing the development according to the Applicant's development schedule.
- 12. Payment of Taxes All property taxes, special improvement district assessments, and other assessments on the project property must be paid to date.

#### **CITY OF GREAT FALLS**



## TAX INCREMENT FINANCING (TIF)

**APPLICATION FOR FUNDS** 

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

Pro	pject Name: Downtown Tree Trimming & Replacement
	te Submitted:
	me of TIF District: Downtown Urban Renewal District
ΑF	PPLICANT INFORMATION
Na	me: Great Falls Business Improvement District
Ad	dress: 318 Central Avenue, Great Falls 59401
Tel	lephone: 406.727.5430
DE	EVELOPMENT INFORMATION
1.	Building Address: N/A
2.	Legal Description: N/A
3.	Ownership: All downtown property owners within the Master Plan boundaries
	Address:
4.	If property is not owned by the Applicant, list leasehold interest: ( <i>Attach evidentiary materials</i> ). Name:
	Address:
5.	Existing/Proposed Businesses:
	Business Description:
6.	Employment: Existing FTE Jobs:
	New Permanent FTE Jobs created by project:Construction FTE jobs:
7.	Architectural/Engineering Firm:
	Address:
	Representative:

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

8. Please provide a description of the Total Project Development (attach a narrative explanation).

According to the National Trust for Historic Preservation, "A walkable retail district is more than a place where people run their errands. Central business districts are the heart and soul of communities...Gardeners and philosophers have celebrated the pleasures of trees and nature for centuries, noting the role of plants in aesthetics, cultural symbolism, and therapy...Studies during the last 40 years on humans and landscapes generally find that people of all ages and cultural backgrounds prefer natural views to built settings and that urban spaces with trees receive higher ratings for visual quality." Main Street news No. 263 August 2009

Long before these scientific studies were conducted proving the effect of urban trees, Paris Gibson, the Founder of our great City, called for the planting of trees within our City.

In 2020, the City of Great Falls completed its 40<sup>th</sup> year of receiving the designation of Tree City USA. The importance of our trees in the Downtown Core can't be understated.

The Official Code of the City of Great Falls (OCCGF), particularly 12.4.010 and 12.40.020 and 17.44.2.040, dictate that the adjoining property owners have the responsibility to maintain trees or vegetation in the boulevard or landscaping section adjoining their premises.

In 2017, City staff conducted a thorough survey of the trees in the Downtown core. Simply using the boundaries of Park Drive to 7<sup>th</sup> Street, 1<sup>st</sup> Ave South to 1<sup>st</sup> Ave North, the City inventoried 390 trees; 297 of those trees require tree grate repair; almost all of the trees require tree well work; tree trimming and replacement will be evaluated annually during this upcoming five-year process.

The Great Falls Business Improvement District (BID), on behalf of the downtown property owners and the Downtown Development Partnership, would like to utilize TIF funding from the Downtown Urban Renewal District to take care of tree trimming, tree well work and replacement of trees in need, within the Downtown Master Plan boundaries, on behalf of the property owners. BID will work closely with the City Forrester throughout this project.

This project will be conducted over a five-year time period, at a maximum annually of \$25K per year for a total maximum of \$125K. The Downtown Master Plan boundaries include the area of River Drive up to 15<sup>th</sup> Street, 5<sup>th</sup> Ave South to 5<sup>th</sup> Ave North. The project will begin in the spring of 2021 in the BID boundaries and will advance to encompass the entire Downtown Master Plan boundaries over a five-year time period. Annually, the BID will solicit for bids within a designated area within the Master Plan boundaries, soliciting for any necessary tree trimming, tree well work and tree replacement.

- 9. Please provide rehabilitation/construction plans (attach schematics, site and landscaping plans). N/A
- 10. What is the development schedule or estimated completion date for the Total Project Development? The Total Project Development is best defined as the entire development, not just the TIF improvements (please include project phasing if appropriate).

Upon approval,	the project will	l commence in S	Spring 2021	and will run	annually	for five y	<i>ears</i> ,
			-		•	•	

completing in Spring 2026.

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

what type?		
N/A		<b>L</b>

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.)

Tree trimming and tree replacement work will be budgeted to not exceed \$25K annually.

Public bids will be solicited for annually, with the designated area changing each year until the entire Master Plan boundary area is completed.

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

-2-

Agenda #10.

#### 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.

<b>Land and Site Preparation</b>	on Improvements (Itemized)	
1. Value of Land	<u>\$</u>	
2	<u></u>	
3	<u> </u>	
4	<u> </u>	
5	<u> </u>	
Subtotal		\$
	ion Costs (Use general construction	on trade divisions)
(Total value of improveme		
1		
2		
3		
4	<u> </u>	
5	\$	
6		<u></u>
7	<u> </u>	<u></u>
Subtotal		\$
Equipment Costs (Total value of equipment)		
1		
2.		
3.	<u> </u>	
4.	·	
5.		
Subtotal		\$
Total Project Develop	pment Costs	\$

#### **ELIGIBLE TIF ACTIVITIES**

#### **Land Acquisition**

	Total		Amount Reque from TIF	ested	Timing for Funds
1.	\$125,000	\$125,0	00	\$25,000 ann	nually for five years
Demolition & Re	emoval of Structures				
1.		_			
2.		_			
3.		_			
Subtotal		_			
Relocation of Oc	<u>cupants</u>				
1.		_			
gutters, sidewalks sewer lines, storm	struction and improveme s, pedestrian malls, alleys				
1.		<del>_</del>			
<ol> <li>3.</li> </ol>		_			
Subtotal		_ _			
	with eligible activities) ervision, permits & other	fees)			
1.		_			
2		_			
3					

#### **CERTIFICATION**

I (we), Joan Redeen	(please print),
certify that the statements and estimates within this Application as well as any an submitted as attachments to this Application or under separate cover are true and my (our) knowledge and belief.	d all documentation
Signature	
Title Community Director	
Address318 Central Ave, Great Falls 59401	
Date	
Signature	
Title	
Address	
Date _	

# 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).

According to the National Trust for Historic Preservation, "A walkable retail district is more than a place where people run their errands. Central business districts are the heart and soul of communities...Gardeners and philosophers have celebrated the pleasures of trees and nature for centuries, noting the role of plants in aesthetics, cultural symbolism, and therapy...Studies during the last 40 years on humans and landscapes generally find that people of all ages and cultural backgrounds prefer natural views to built settings and that urban spaces with trees receive higher ratings for visual quality." Main Street news No. 263 August 2009

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Upon approval,	the project will	l commence in S	Spring 2021	and will run	annually	for five y	<i>ears</i> ,
			-		•	•	

completing in Spring 2026.

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



Commission Meeting Date: April 6, 2021

#### CITY OF GREAT FALLS COMMISSION AGENDA REPORT

**Item:** Professional Services Contract: Missouri River Bank Stabilization,

O.F. 1693.0

**From:** Engineering Division

**Initiated By:** Public Works Department

**Presented By:** Paul Skubinna, P.E., Public Works Director

**Action Requested:** Consider and approve a Professional Services Agreement for O.F. 1693.0.

#### **Suggested Motion:**

#### 1. Commissioner moves:

"I move the City Commission (approve/not approve) a Professional Services Agreement in the amount of \$130,600.00 with WWC Engineering, for the Missouri River Bank Stabilization Project, and authorize the City Manager to execute the professional services agreement."

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

**Staff Recommendation:** Approve a Professional Services Agreement.

**Summary:** The City proposes to retain WWC Engineering to complete the project design, obtain environmental permits, and provide assistance with the grant administration for the repairs to the north bank line of the Missouri River.

#### **Background:**

The cooperative partnership of the City of Great Falls, Cascade County, Recreational Trails Inc., and Northwestern Energy identified a 1,440-foot stretch of the Missouri River along the North bank line where significant erosion is occurring. Large portions of the bank line have sloughed off into the river creating an unstable condition and a safety hazard. The erosion is currently threatening the Rivers Edge Trail and a 36-inch buried sewer line which is located approximately 30-60 feet from the edge of the bank. Providing bank stabilization measures along this stretch of reservoir will provide protection for the pedestrian path and sewer line; eliminate erosion and safety hazards; and reduce sediment deposition into the river.

#### Workload Impacts

WWC will provide engineering design, bidding and construction contract documents, construction phase engineering services, and grant administration services. City Engineering staff will provide project management.

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#### Purpose

The purpose of the project is to implement recommendations from the Preliminary Engineering Report for Cascade Conservation District Urban Corridor/Black Eagle Reservoir Watershed Project, published November 2015. This phase of the project will repair and reduce erosion along a 500-foot stretch of the north bank line of the Missouri River. The project will help preserve the pedestrian trail, the City sewer main, provide development of aquatic and riparian habitat, and conservation of soil.

#### Project Work Scope

The Consultant's Professional Service Agreement work order #1 will include the following tasks:

- Site Survey
- Project Design
- Project Permitting
- Bid Assistance
- Construction Staking
- Construction Administration and Inspection
- FEMA/DES Project Closeout
- Grant Administration

The Consultant's Professional Service Agreement work order #2 will include the following task:

• Prepare an HMGP grant application for the next phase of the bank stabilization project.

#### Conclusion:

City staff recommends approving the Agreement with WWC Engineering, in the amount of \$130,600.00. This phase of the project will result in repairing a 500-foot stretch of the river bank upstream of the 9th Street Bridge along the north bank of the Missouri River. This project will install bank stabilization measures that will provide protection for the pedestrian path and sewer line; reduce/eliminate erosion and safety hazards; and reduce sediment deposition into the river. The project has been selected and prioritized, and executed in accordance with the Public Works Capital Improvement Program and budgeted in the Sanitary Sewer Utility Enterprise Fund.

#### **Fiscal Impact:**

The costs for work order #1, engineering design and grant administration will be provided through the Montana Disaster & Emergency Services grant accepted by the City commission March 16, 2021.

The costs for work order #2, will be paid for utilizing Sanitary Sewer Enterprise Funds. The project is programmed in the Public Works Capital Improvements Plan.

#### **Alternatives:**

The City Commission could vote to deny award of the professional services contract or cancel the project. This action would result in delaying the project leading to continued erosion along the river bank; increasing the safety risk to the public using the River's Edge Trail; or failure of the sanitary sewer line in the vicinity. Delaying the project could lead to missing the 12/17/2023 grant deadline to submit for reimbursement. This would burden the City with expenses intended to be covered by grant funding.

#### **Concurrences:**

City Public Works staff, and City Parks and Recreation Department, Cascade County, Recreational Trails Inc., Northwestern Energy, and the Missouri/Madison River Group recommend award of the professional services agreement.

Page 2 of 3 62

#### **Attachments/Exhibits:**

Professional Services Agreement Vicinity Map

Page 3 of 3 63

#### PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the CITY OF GREAT FALLS, MONTANA, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 5021, Great Falls, Montana 59403-5021, hereinafter referred to as "City," and WESTERN WATER CONSULTANTS, INC. DBA WWC ENGINEERING, 1275 Maple Street, Suite F, Helena, MT, 59601, hereinafter referred to as "Consultant."

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

- 1. <u>Purpose</u>: City agrees to hire Consultant as an independent contractor to perform for City services described in the Scope of Services attached hereto as Exhibit "A" and by this reference made a part hereof.
- 2. <u>Term of Agreement</u>: This Agreement is effective upon the date of its execution. Both parties reserve the right to cancel this Agreement by providing a written thirty (30) day notice to the other party.
- 3. <u>Scope of Work</u>: Consultant will perform the work and provide the services in accordance with the requirements of the Scope of Services.
- **4.** Payment: City agrees to pay Consultant ONE HUNDRED THIRTY THOUSAND SIX HUNDRED DOLLARS (\$130,600.00) per an Hourly Not-to-Exceed basis plus expenses for services performed pursuant to the Scope of Services. Any alteration or deviation from the described work that involves extra costs will be performed by Consultant after written request by the City, and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.
- 5. <u>Independent Contractor Status</u>: The parties agree that Consultant is an independent contractor for purposes of this Agreement and is not to be considered an employee of the City for any purpose. Consultant is not subject to the terms and provisions of the City's personnel policies handbook and may not be considered a City employee for workers' compensation or any other purpose. Consultant is not authorized to represent the City or otherwise bind the City in any dealings between Consultant and any third parties.

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

Consultant shall furnish the City with copies showing one of the following: (1) a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or (2) proof of exemption from workers' compensation granted by law for independent contractors.

Revised 10/30/2020

- 6. **Indemnification:** To the fullest extent permitted by law, Consultant shall fully indemnify, defend, and save City, its agents, representatives, employees, and officers harmless from and against any and all claims, actions, costs, fees, losses, liabilities or damages of whatever kind or nature arising from or related to Consultant's performance of this Agreement and Consultant's work on the Construction Project or work of any subcontractor or supplier to Consultant. The indemnification obligations of this Section must not be construed to negate, abridge, or reduce any common-law or statutory rights of the City which would otherwise exist. Consultant's indemnity under this Section shall be without regard to and without any right to contribution from any insurance maintained by City. Consultant also waives any and all claims and recourse against the City or its officers, agents or employees, including the right of contribution for loss or damage to person or property arising from, growing out of, or in any way connected with or incident to the performance of this Agreement except responsibility for its own fraud, for willful injury to the person or property of another, or for violation of law, whether willful or negligent, according to 28-2-702, MCA. These obligations shall survive termination of this Agreement and the services performed hereunder.
- 7. **Insurance:** Consultant shall purchase and maintain insurance coverage as set forth below. The insurance policy, except Workers' Compensation, must name the City, (including its elected or appointed officers, officials, employees, or volunteers), as an additional insured and be written on a "primary—noncontributory basis." Consultant will provide the City with applicable additional insured endorsement documentation. Each coverage shall be obtained from an insurance company that is duly licensed and authorized to transact insurance business and write insurance within the state of Montana, with a minimum of "A.M. Best Rating" of A-, VI, as will protect the Consultant, the various acts of subcontractors, the City and its officers, employees, agents, and representatives from claims for bodily injury and/or property damage which may arise from operations and completed operations under this Agreement. All insurance coverage shall remain in effect throughout the life of this Agreement and for a minimum of one (1) year following the date of expiration of Consultant's warranties. All insurance policies, except Workers' Compensation, must contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to Consultant, City, and all other additional insureds to whom a certificate of insurance has been issued. All insurance documentation shall be in a form acceptable to the City.

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

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

6. Professional Liability (E&O) (only if applicable)

\$1,000,000 per occurrence \$2,000,000 aggregate

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

requirements as set forth above.		
* If a request is made to waive certain insurance requirements, insert the insurance item and corresponding description from the list above:	n #	
egal reviewer initials: Approved Denied		
8. <u>Professional Service</u> : Consultant agrees that all services and work perform	ned	

- hereunder will be accomplished in a professional manner.
- 9. <u>Compliance with Laws</u>: Consultant agrees to comply with all federal, state and local laws, ordinances, rules and regulations, including the safety rules, codes, and provisions of the Montana Safety Act in Title 50, Chapter 71, MCA. As applicable, Consultant agrees to purchase a City safety inspection certificate or special business license.
- 10. <u>Nondiscrimination</u>: Consultant agrees that all hiring by Consultant of persons performing this Agreement will be on the basis of merit and qualification and will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, national origin, or other class protected by state and/or federal law.
- 11. Default and Termination: If either party fails to comply with any condition of this Agreement at the time or in the manner provided for, the other party, at its option, may terminate this Agreement and be released from all obligations if the default is not cured within ten (10) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Agreement.
- Modification and Assignability: This document contains the entire agreement between the parties and no statements, promises or inducements made by either party or agents of either party, which are not contained in this written Agreement, may be considered valid or binding. This Agreement may not be enlarged, modified or altered except by written agreement signed by both parties hereto. The Consultant may not subcontract or assign Consultant's rights, including the right to compensation or duties arising hereunder, without the prior written consent of City. Any subcontractor or assignee will be bound by all of the terms and conditions of this Agreement.
- 13. Ownership and Publication of Materials: All reports, information, data, and other materials prepared by the Consultant pursuant to this Agreement are the property of the City.

The City has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. Any re-use without written verification or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to the Consultant. No material produced in whole or in part under this Agreement may be copyrighted or patented in the United States or in any other country without the prior written approval of the City.

- 14. <u>Liaison</u>: City's designated liaison with Consultant is **Russell Brewer** and Consultant's designated liaison with City is **Jeremy Fadness**.
- 15. <u>Applicability</u>: This Agreement and any extensions hereof shall be governed and construed in accordance with the laws of the State of Montana.

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

#### CITY OF GREAT FALLS, MONTANA

#### **CONSULTANT**

By:	By: Print Name: Print Title: Date:	
ATTEST:		
	(Seal of the City)	
Lisa Kunz, City Clerk		
APPROVED AS TO FORM:		
By Sara R. Sexe, City Attorney*		

4

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

S Revised 10/30/2020

### Exhibit A "Scope of Services" Work Order #1

(Referenced to and made a part of the Professional Services Agreement)

**Project:** City of Great Falls Black Eagle Reservoir Bank Stabilization

The Black Eagle Reservoir project is a 500-feet bank stabilization project along Black Eagle Reservoir. The project is funded in part by the FEMA as well as the City of Great Falls. WWC Engineering (WWC) has been selected by the City of Great Falls to provide survey, project design, permitting, bid assistance, construction staking, construction oversight, and grant administration and project closeout. WWC has prepared a scope of work based on tasks we anticipate for the design and construction of the project as well as our understanding of FEMA funded projects and the grant administration.

#### Scope of Work:

#### Task 1 – Site Survey

WWC will provide site topographic and utility survey for the 500-ft of the river section. This will include bottom of bank to top of bank to the fence. This will also include some underwater survey along the bottom of bank. Previous channel survey data will also be used to develop the hydraulic modeling for permitting.

#### Task 2 – Project Design

WWC proposes the project design in three subtasks:

Task 2a - 60% Design and Permitting Plans – WWC will prepare the project design to 60% that will include the preliminary design with construction details, quantities, and specifications. WWC will prepare an updated engineer's estimate for the project. WWC will submit the 60% plans to the City for review. WWC will utilize the 60% plans to start the permitting for the project, as outlined in Task 3.

Task 2b – 90% Design and Bid Package – Upon completion of project permitting, WWC will prepare 90% construction plans and bid documents for the project. WWC will also update the engineers estimate. 90% plans and bid documents will incorporate permit requirements as necessary as well as all FEMA and City of Great Falls requirements. WWC will submit the 90% construction plans and bid documents to the City for review.

Task 2c – Final Construction Plans and Bid Documents – WWC will prepare the final construction plans and bid documents for the project based on City comments. WWC will prepare the final engineers estimate. WWC will submit the final construction plans and bid documents to the City for project bidding.

#### Task 3 – Project Permitting

Utilizing the 60% plans prepared in Task 2a, WWC will prepare the joint application form for all permits that are required for the project including but not limited to floodplain, U.S. Army Corps, Montana Fish, Wildlife, and Parks, Montana Department of Environmental Quality, etc. The floodplain permit will require a hydraulic model that shows no rise from the proposed work. WWC will prepare the required modeling as well as other supporting information necessary for all project permits. WWC will coordinate review of the project with the permitting agencies, as necessary. WWC will provide copies of all permit applications and supporting material submitted to each agency as well as copies of all permits when received. The cost does not include permit fees, the City will be responsible for permit fees.

#### Task 4 – Bid Assistance

Upon completion of project permitting (Task 3) and project design (Task 2), WWC will assist the City with advertising the project for bidding. WWC will provide 15 hard copy sets of construction plans and bid documents to the City for bidding. This will include assisting with bid advertisement, sending to plan rooms, and contractor questions during bidding. WWC will conduct the prebid meeting and provide meeting minutes to the City and all plan holders. WWC will process any necessary addendums for the project and provide them to the City and plan holders. WWC will assist the City with bid opening and review and work with the City to issue a notice of award to the selected contractor. WWC will assist with contracting with the contractor and upon completion of contracting issue the notice to proceed.

#### Task 5 – Construction Staking

WWC will provide construction staking for the project to ensure the project is constructed to the design requirements and grades. WWC will provide one round of staking as necessary for the project. The bid documents will indicate that the contractor will be responsible for all staking past the initial round of staking.

#### Task 6 – Construction Administration and Inspection

WWC will provide construction administration and inspection of the project to ensure the contractor is constructing the project per the plans and contract requirements. WWC will coordinate the project with the contractor and review submittals. WWC will review pay requests and work with the City on contractor payments. WWC has estimated the construction time at 2 months. WWC proposes to provide inspection 3 days per week for 8 weeks. WWC will conduct a substantial completion inspection as well as a final inspection of the project.

#### Task 7 - FEMA/DES Project Closeout

WWC will work with MT DES and FEMA to close out the project upon completion of construction. This will include as-built survey and preparation of record drawings, necessary closeout reports, photos, and data required by FEMA and MT DES. WWC will coordinate with MT DES and FEMA on project closeout. WWC will also conduct a two-year warranty inspection

#### Task 8 - Grant Administration

WWC will provide all grant administration for the project including preparation of quarterly reports and other information required by MT DES during the project. WWC will work with the City to submit progress payments to MT DES as necessary during the project.

#### Task 9 – Miscellaneous Services

WWC will provide miscellaneous services for any unforeseen items that come up during project design or construction.

**Anticipated Duration/Schedule:** 

Anticipated Daration/Schedule:	2 2	F 15
Task	Start Date	End Date
Site Survey	April 12, 2021	April 16, 2021
60% Design	April 19, 2021	June 30, 2021
Project Permitting	May 17, 2021	September 30, 2021
90% Design	October 1, 2021	November 30, 2021
Final Construction Plans and Bid Documents	December 1, 2021	December 31, 2021
Project Bidding Award, and Notice to Proceed	January 1, 2022	February 28, 2022
Project Construction and Substantial Completion	June 1, 2022	August 31, 2022
Final Acceptance	September 1, 2022	September 30, 2022
FEMA/DES Project Closeout	October 1, 2022	September 30, 2023

#### **Deliverables:**

Deliverables are identified within each task.

**Estimated Costs Summary:** 

Estimated Costs Summary:	
Task	Estimate Cost
Task 1 – Site Survey	\$7,600
Task 2 – Project Design	\$23,000
Task 3 – Project Permitting	\$16,100
Task 4 – Bid Assistance	\$8,200
Task 5 – Construction Staking	\$2,500
Task 6 – Construction Administration and Inspection	\$36,000
Task 7 – FEMA/DES Project Closeout	\$6,000
Task 8 – Grant Administration	\$11,100
Task 9 – Miscellaneous Services	\$15,000
Total Project Cost	\$125,500

CLIENT shall pay ENGINEER in accordance with this Work Order and the provisions of the Professional Services Agreement. Payment shall not exceed the amount of \$125,500 without written concurrence from CLIENT.

The ENGINEER contact for this Work Order is: Jeremy Fadness, P.E.

## Exhibit A "Scope of Services" Work Order #2

(Referenced to and made a part of the Professional Services Agreement)

Project: City of Great Falls Black Eagle Reservoir Bank Stabilization HMGP Grant Application

#### Scope of Work:

#### Task 1 – HMGP Grant Application

WWC will work with the City of Great Falls and MT DES to prepare an HMGP grant application for the next phase of the bank stabilization project from the first section south. WWC will prepare the grant application utilizing the available data from the PDM grant application in 2019 and the PER prepared for the project. WWC will prepare a Benefit Cost Analysis as required for the grant application.

#### **Anticipated Duration/Schedule:**

Task	Start Date	End Date
Prepare grant application	April 1, 2021	June 30, 2021

#### **Deliverables:**

HMGP grant application to the MT DES.

#### **Estimated Costs Summary:**

Task	Estimate Cost
Task 1 – HMGP Grant Application	\$5,100
Total Project Cost	\$5,100

CLIENT shall pay ENGINEER in accordance with this Work Order and the provisions of the Professional Services Agreement. Payment shall not exceed the amount of \$5,100 without written concurrence from CLIENT.

The ENGINEER contact for this Work Order is: <u>Jeremy Fadness, P.E.</u>

# Exhibit B WWC Engineering Fee Estimate Missouri River/Black Eagle Reservoir Bank Stabilization PDM Grant Project City of Great Falls

Task   Number   Project   Admin   Admin   Assistant   Specialist   Technician   Professional   Professional	\$363.00 \$1,200.00 \$377.00 \$2,800.00 \$1,100.00 \$968.00 \$792.00 \$4,686.00 \$4,686.00 \$2,112.00 \$54.00 \$5,808.00 \$5,280.00 \$5,280.00	\$363.00 \$1,577.00 \$3,900.00 \$968.00 \$792.00 <b>\$7,600.00</b> \$484.00 \$9,042.00 \$4,686.00 \$6,622.00 \$2,166.00 \$3,428.00
Number   Project   Assistant   Specialist   Level 4   Level 2   Level 3   Level 4   Level 5   Level 6   Level 7	\$363.00 \$1,200.00 \$377.00 \$2,800.00 \$1,100.00 \$968.00 \$792.00 \$4,686.00 \$4,686.00 \$2,112.00 \$54.00 \$5,808.00 \$5,280.00 \$5,280.00	\$363.00 \$1,577.00 \$3,900.00 \$968.00 \$792.00 <b>\$7,600.00</b> \$484.00 \$9,042.00 \$4,686.00 \$6,622.00 \$2,166.00 <b>\$23,000.00</b>
1   Survey	\$363.00 \$1,200.00 \$2,800.00 \$968.00 \$792.00 \$484.00 \$9,042.00 \$4,686.00 \$6,622.00 \$2,112.00 \$5,808.00 \$5,808.00 \$5,280.00	\$363.00 \$1,577.00 \$3,900.00 \$968.00 \$792.00 <b>\$7,600.00</b> \$484.00 \$9,042.00 \$4,686.00 \$6,622.00 \$2,166.00 <b>\$23,000.00</b>
1a   Project Setup, Research, One Call	\$1,200.00 \$377.00 \$2,800.00 \$1,100.00 \$968.00 \$792.00 \$4,844.00 \$9,042.00 \$4,686.00 \$6,622.00 \$2,112.00 \$54.00 \$5,808.00 \$5,280.00	\$1,577.00 \$3,900.00 \$968.00 \$792.00 <b>\$7,600.00</b> \$484.00 \$9,042.00 \$4,686.00 \$6,622.00 \$2,166.00 <b>\$23,000.00</b>
1b   Travel   6   6   6   6   6   14   14   14   14	\$1,200.00 \$377.00 \$2,800.00 \$1,100.00 \$968.00 \$792.00 \$4,844.00 \$9,042.00 \$4,686.00 \$6,622.00 \$2,112.00 \$54.00 \$5,808.00 \$5,280.00	\$1,577.00 \$3,900.00 \$968.00 \$792.00 <b>\$7,600.00</b> \$484.00 \$9,042.00 \$4,686.00 \$6,622.00 \$2,166.00 <b>\$23,000.00</b>
1c   Topo/Util Locates   14	\$2,800.00 \$1,100.00 \$968.00 \$792.00 \$484.00 \$9,042.00 \$4,686.00 \$6,622.00 \$2,112.00 \$54.00 \$5,808.00 \$5,280.00	\$3,900.00 \$968.00 \$792.00 <b>\$7,600.00</b> \$484.00 \$9,042.00 \$4,686.00 \$6,622.00 \$2,166.00 <b>\$23,000.00</b>
1d    Data Reduction and Surface processing	\$968.00 \$792.00 \$484.00 \$9,042.00 \$4,686.00 \$6,622.00 \$2,112.00 \$54.00 \$3,322.00 \$106.00 \$5,808.00 \$5,280.00	\$968.00 \$792.00 <b>\$7,600.00</b> \$484.00 \$9,042.00 \$4,686.00 \$6,622.00 \$2,166.00 <b>\$23,000.00</b>
Tell   Project Management   Froject Management	\$792.00 \$484.00 \$9,042.00 \$4,686.00 \$6,622.00 \$2,112.00 \$54.00 \$3,322.00 \$106.00 \$5,808.00 \$5,280.00	\$792.00 \$7,600.00 \$484.00 \$9,042.00 \$4,686.00 \$6,622.00 \$2,166.00 \$23,000.00
Subtotal Task 1 Items:   2   Project Design	\$484.00 \$9,042.00 \$4,686.00 \$6,622.00 \$2,112.00 \$5,112.00 \$5,808.00 \$5,280.00	\$7,600.00 \$484.00 \$9,042.00 \$4,686.00 \$6,622.00 \$2,166.00 \$23,000.00
2	\$9,042.00 \$4,686.00 \$6,622.00 \$2,112.00 \$54.00 \$3,322.00 \$106.00 \$5,808.00 \$5,280.00	\$484.00 \$9,042.00 \$4,686.00 \$6,622.00 \$2,166.00 <b>\$23,000.00</b>
2a   Project setup (convert files to AutoCAD)	\$9,042.00 \$4,686.00 \$6,622.00 \$2,112.00 \$54.00 \$3,322.00 \$106.00 \$5,808.00 \$5,280.00	\$9,042.00 \$4,686.00 \$6,622.00 \$2,166.00 <b>\$23,000.00</b>
2b   60% Design   2d   8   4   1	\$9,042.00 \$4,686.00 \$6,622.00 \$2,112.00 \$54.00 \$3,322.00 \$106.00 \$5,808.00 \$5,280.00	\$9,042.00 \$4,686.00 \$6,622.00 \$2,166.00 <b>\$23,000.00</b>
2c   90% Design   24   8   4   1	\$4,686.00 \$6,622.00 \$2,112.00 \$5,112.00 \$106.00 \$5,808.00 \$5,280.00	\$4,686.00 \$6,622.00 \$2,166.00 \$23,000.00
2d       100% Construction Plans and Specifications       40       8       4       1         2e       Project Management       16       16         Subtotal Task 2 Items:         3       Project Permitting       24       2       1         3b       Hydraulic Modeling       40       4       2       1         3c       Permitting Correspondence       40       40       4       2       1         3d       Project Management       12       12       1       4 <td>\$6,622.00 \$2,112.00 \$54.00 \$3,322.00 \$106.00 \$5,808.00 \$5,280.00</td> <td>\$6,622.00 \$2,166.00 <b>\$23,000.00</b></td>	\$6,622.00 \$2,112.00 \$54.00 \$3,322.00 \$106.00 \$5,808.00 \$5,280.00	\$6,622.00 \$2,166.00 <b>\$23,000.00</b>
2e   Project Management   16	\$2,112.00 \$54.00 \$3,322.00 \$106.00 \$5,808.00 \$5,280.00	\$2,166.00 <b>\$23,000.00</b>
Subtotal Task 2 Items:	\$3,322.00 \$106.00 \$5,808.00 \$5,280.00	\$23,000.00
3	\$5,808.00 \$5,280.00	
3a   Joint Application   24   2   1   1     3b   Hydraulic Modeling   40   4   2   1   1     3c   Permitting Correspondence   40   3d   Project Management   12	\$5,808.00 \$5,280.00	\$3,428,00
3b   Hydraulic Modeling	\$5,808.00 \$5,280.00	
3c   Permitting Correspondence   40   12	\$5,280.00	\$5,808.00
3d         Project Management         12           Subtotal Task 3 Items:           4         Project Bidding           4a         Assist with Bid Advertising         4           4b         Pre-bid meeting         6           4c         Contractor Questions         24		\$5,808.00 \$5,280.00
Subtotal Task 3 Items:           4         Project Bidding           4a         Assist with Bid Advertising         4           4b         Pre-bid meeting         6           4c         Contractor Questions         24	1 \$1 58 <i>1</i> 001	\$5,280.00 \$1,584.00
4         Project Bidding           4a         Assist with Bid Advertising         4           4b         Pre-bid meeting         6           4c         Contractor Questions         24	\$1,584.00	
4a         Assist with Bid Advertising         4         4         4         4         6         6         4	T	\$16,100.00
4b         Pre-bid meeting         6           4c         Contractor Questions         24	#704 00L #4 000 00L	<b>#</b> 4.704.00
4c Contractor Questions 24	\$764.00 \$1,000.00	\$1,764.00
	\$792.00 \$100.00	\$892.00
	\$3,168.00	\$3,168.00
4d Bid Opening and Review 8	\$1,056.00	\$1,056.00
4e Bid Award and NTP Documentation 4	\$528.00	\$528.00
4f Project Management 6	\$792.00	\$792.00
Subtotal Task 4 Items:		\$8,200.00
5 Construction Staking	ļ	
5a         Travel         3         3	\$600.00 \$144.00	\$744.00
5b Staking 4 4	\$800.00 \$450.00	\$1,250.00
5c Data Processing 2	\$242.00	\$242.00
5d Project Management 2	\$264.00	\$264.00
Subtotal Task 5 Items:		\$2,500.00
6   Construction Administration and Inspection		
6a Inspection (24 trips) 144 40	\$22,704.00 \$3,430.00	\$26,134.00
6b Review Submittals 16 4	\$2,464.00	\$2,464.00
6c Contractor Questions 16 4	\$2,464.00	\$2,464.00
6d Substantial Completion 6	\$792.00 \$150.00	\$942.00
6e Final Acceptance 6	\$792.00 \$150.00	\$942.00
6f 2 year warranty inspection 6	\$792.00 \$150.00	\$942.00
6g Project Management 16	\$2,112.00	\$2,112.00
Subtotal Task 6 Items:		\$36,000.00
7 FEMA/DES Project Closeout		
7a As-built survey 8 8	\$1,600.00 \$953.00	\$2,553.00
7b Survey Data Processing 8	\$968.00	\$968.00
76c Record Drawings 8 1	\$1,100.00	\$1,100.00
76d Construction Completion Report 1 6	\$851.00	\$851.00
76e Project Management 4	\$528.00	\$528.00
Subtotal Task 7 Items:		\$6,000.00
8 Grant Administration		
8a Grant Admin 150   I I I I I I I I I I I I I I I I I I	\$11,100.00	\$11,100.00
Subtotal Task 8 Items:		\$11,100.00
9 Miscellaneoous Services		
9   Miscellaneous Services	\$0.00 \$15,000.00	\$15,000.00

TOTAL ESTIMATED COST: \$125,500

# Exhibit B WWC Engineering Fee Estimate Missouri River/Black Eagle Reservoir Bank Stabilization HMGP Grant Application City of Great Falls

	General Information					Po	ersonnel						Costs	
Task		Admin	Admin	Technician	Professional	Labor		Total						
Number	Project	Assistant	Specialist	Level 4	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Subtotal	Expenses	Cost
1 HMGP	Grant Application													
1a	Prepare Grant Application		16					29				\$5,012.00	\$88.00	\$5,100.00
Subtot	Subtotal Task 1 Items:					\$5,100.00								

TOTAL ESTIMATED COST:

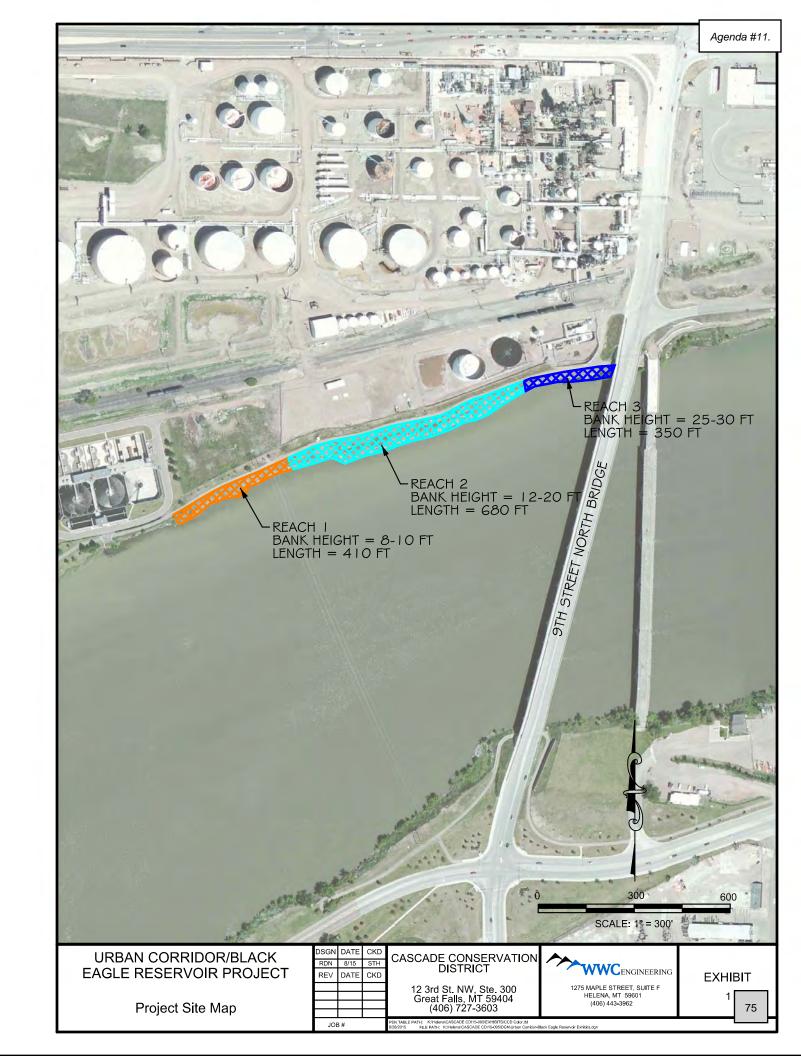
\$5,100



#### **2021 SCHEDULE OF CHARGES**

PERSONNEL	HOURLY FEE	PERSONNEL HOURLY	FEE
Professional Level 1	\$99	Technician 4	\$79
Professional Level 2	\$110	Technician 5	\$84
Professional Level 3	\$121	Technician 6	\$89
Professional Level 4	\$132	Technician 7	\$94
Professional Level 5	\$143	Technician 8	\$99
Professional Level 6	\$149	CADD Operator 1	\$68
Professional Level 7	\$154	•	
Professional Level 8	\$165	CADD Operator 2	\$73
Administrative Assistant	\$59	CADD Operator 3	\$79
Administrative Assistant Administrative Specialist	\$74	CADD Operator 4	\$84
Technician 1	\$63	CADD Operator 5	\$89
Technician 2	\$68	CADD Operator 6	\$94
		CADD Operator 7	\$99
Technician 3	\$73	•	105
		Expert Witness Two times standard billing	rate
EXPENSES	FEE	ENVIRONMENTAL MONITORING	FEE
Subcontractors	Cost + 15%	Organic Vapor, O <sub>2</sub> /LEL Meter \$40.	/day
Supplies/Material Purchased for Clier	t Cost + 15%	Water Level/Interface Probe \$50.	/day
Miscellaneous Reimbursable Expense	Cost + 15%	Disposable Bailer \$10/6	each
Vehicle Mileage \$0.80/mile	e (\$25/day min.)		/day
		High Capacity In-Line Filter \$25/6	
OFFICE	FEE	Low Capacity In-Line Filter \$15/6	
Photocopies	\$0.15/page	Disposable No-Purge Sampler - Large \$50/o	
Large Format Photocopies - B&W	\$0.60/sq. ft.	Disposable No-Purge Sampler - Small \$35/0	
Large Format Photocopies - Color	\$0.75/sq. ft.	Disposable No-Purge Sampler - Custom \$75/6	
Drawings - Large Format Plots	\$11/sheet	Transducer/Data Logger \$50/day or \$200/v	
Drawings - 11"x17"	\$1.30/page	Flow Meter \$135/day or \$450/v	veek /day
Facsimiles	\$1/page	Photoionization Detector \$85. Bailing Cord \$0.08/	
FIELD EQUIPMENT	FEE	bailing Cord 50.007	1000
Generator	\$100/day	SURVEYING EQUIPMENT	FEE
Fluids Pump	\$100/day	UAV \$250/flight (2-flight minimum	) OR
Air Compressor	\$50/day	UAV \$5/acre (500-acre minim	ium)
ATV	\$120/day	GPS (Survey Grade) \$350.	/day
UTV	\$175/day	GPS (Sub-Meter Accuracy) \$100.	/day
UTV with Tracks	\$250/day	Sonar \$150/day or \$400/v	veek
Tape Reel, Motorized	\$50/day	Total Station \$25/	
Power Hand Auger	\$15/hour	Robotic Total Station \$35/	
EGauge Compaction Testing	\$40/test	Pipeline Locator \$25/	
Dynamic Cone Penetrometer	\$50/test	Differential Level \$15/	
		,	each
		Lath, Survey \$45/bu	
		Stakes \$30/bu	
		T-Post and Flags \$15/6	each

This schedule of charges shall be in effect from January 1 through December 31, 2021. These rates are subject to an annual adjustment to be determined by WWC Engineering and shall become its prevailing rates for the ensuing year.





Commission Meeting Date: April 6, 2021

#### CITY OF GREAT FALLS COMMISSION AGENDA REPORT

**Item:** Construction Contract Award: Southside Water Main Replacements – Phase

I, O. F. 1648

**From:** Engineering Division

**Initiated By:** Public Works Department

**Presented By:** Paul Skubinna, Public Works Director

**Action Requested:** Award Contract

#### **Suggested Motion:**

1. Commissioner moves:

"I move the City Commission (award/not award) a contract in the amount of \$569,485.00 to Central Plumbing and Excavation for the Southside Water Main Replacements – Phase I, and authorize the City Manager to execute the contract documents."

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

**Staff Recommendation:** Staff recommends awarding the contract to Central Plumbing and Excavation in the amount of \$569,485.00. Central Plumbing and Excavation has executed all the necessary documents.

**Summary:** The project consists of replacing approximately 2,000 lineal feet of 6-inch and 8-inch water main in  $6^{th}$  Avenue South,  $8^{th}$  Avenue South, and  $9^{th}$  Avenue South.

**Background:** This project is necessary to replace water mains that have been failing with increasing frequency, causing damage to property, roadways, disrupting traffic and water service to local residents and businesses. The water main breaks are primarily due to corrosive soils, age, and the type of pipe material used. The water mains were installed in the 1891, 1920, and 1989.

#### Significant Impacts

During construction residents and businesses will need to be placed on temporary water and traffic will need to be detoured around the affected project locations. Work on 6<sup>th</sup> Avenue South will be scheduled when school is out for the year to help relieve some confusion and congestion around Longfellow School located on 6<sup>th</sup> Avenue South between 10<sup>th</sup> Street and 12<sup>th</sup> Street.

#### Citizen Participation

This project is being coordinated in cooperation with the Montana Department of Environmental Quality (DEQ).

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#### **Workload Impacts**

City Engineering staff designed the project and will perform construction inspection and contract administration duties.

#### Project Work Scope

This project will replace approximately 2,000 lineal feet of 6-inch and 8-inch cast iron and ductile iron water main with 8-inch PVC water main; replace 1 fire hydrant; 50 water service connections; 2,200 square yards of gravel; and 2,400 square yards of asphalt pavement.

#### Project locations include:

- 6<sup>th</sup> Avenue South from 9<sup>th</sup> Street to 10<sup>th</sup> Street.
- 8<sup>th</sup> Avenue South from 9<sup>th</sup> Street to 10<sup>th</sup> Street.
- 9<sup>th</sup> Avenue South from 10<sup>th</sup> Street to 12<sup>th</sup> Street.
- 12<sup>th</sup> Street from 9<sup>th</sup> Avenue South to 10<sup>th</sup> Avenue South.

This project is scheduled to begin April 19, 2021, depending on weather conditions.

#### **Evaluation and Selection Process**

This project was advertised on March 7, 2021 and March 14, 2021. Four bids were received and opened for this project on March 24, 2021. Bids for this project ranged from \$569,485.00 to \$769,495.00. Central Plumbing and Excavation submitted the low bid. Central is an established responsible contractor and has done a number of projects within the City.

#### Conclusion

This project has been programmed, vetted, coordinated and scheduled to provide the least negative impact to citizens, while performing necessary upgrades to the water distribution system with minimum negative impact to road surfacing now and into the future.

**Fiscal Impact:** This project has been programmed and prioritized as a needed capital improvement and is being funded through the Water Utility Enterprise Fund.

**Alternatives:** The City Commission could vote to deny award of the construction contract and re-bid the project at a later date or do nothing and repair future water main breaks and road surfacing as they occur.

#### **Attachments/Exhibits:**

Bid tabulation

Project location map

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

#### **BID TABULATION SUMMARY**

Project Number PW352102

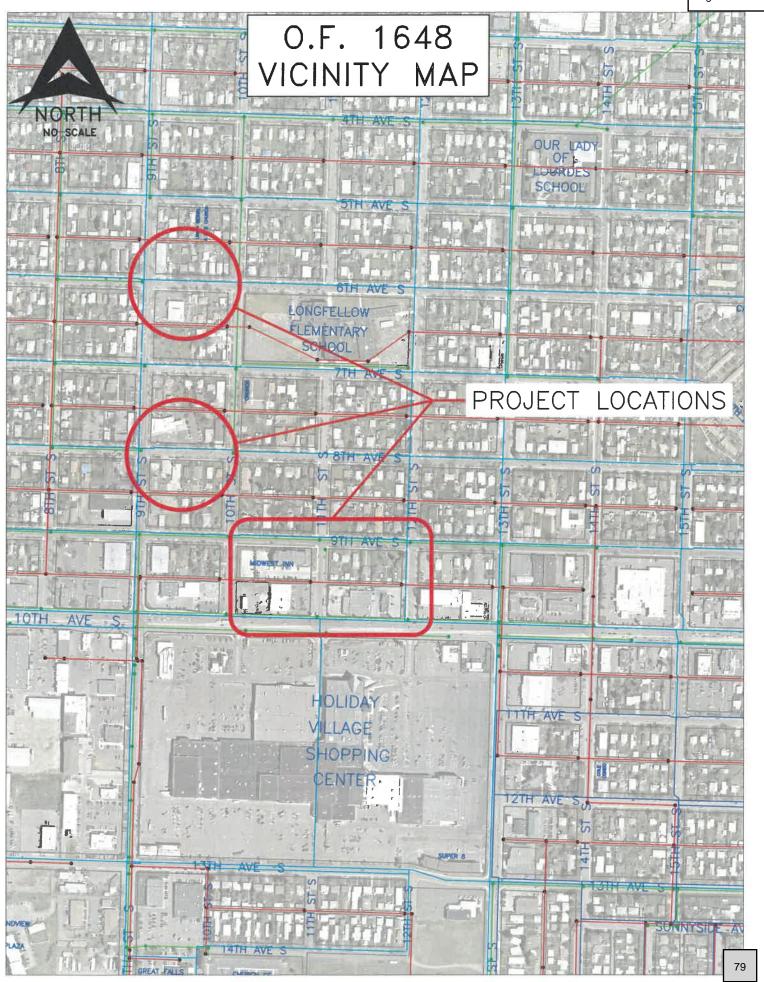
Bids Taken at Civic Center

Date: March 24, 2021

Tabulated By: Rick Johnson

#### Southside Water Main Replacements Phase 1 O.F. 1648.0

	Name & Address of Bidder	Acknowledge Addendum #1	Acknowledge Addendum #2	10% Bid Security	Certificate of Non-Segregated Facilities	Certificate of Compliance with Insurance Req.	Total Bid
1	Ed Boland Construction	Х		Х	Х	Х	\$636,200.00
2	United Materials	Х		Х	Х	Х	\$769,495.00
3	Central Excavating	Х		Х	Х	X	\$569,485.00
4	Western Municipal Construction	X		X	Х	X	\$595,530.00
5							
6							
7							
8							
9							
10						_	





Commission Meeting Date: April 6, 2021

### CITY OF GREAT FALLS COMMISSION AGENDA REPORT

**Item:** Resolution 10392- A resolution by the City Commission of the City of Great

Falls, Montana, amending section (4)C of Resolution 10375 establishing the rates, fees and penalties associated with title 10 of the Official Code of the

City of Great Falls (OCCGF) pertaining to the City's parking system.

From: Craig Raymond, Director, Planning & Community Development

Initiated By: Craig Raymond, Director, Planning & Community Development

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

**Action Requested:** City Commission postpone the public hearing on Resolution 10392 for May

4, 2021

#### **Suggested Motion:**

1. Commissioner moves:

"I move that the City Commission (postpone/not postpone) a public hearing for Resolution 10392 to May 4, 2021"

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

**Staff Recommendation:** Staff recommends that the City Commission postpone a public hearing to May 4, 2021 so that public testimony can be heard and considered prior to final action on the Resolution. At the March 16, 2021 meeting the City Commission set a Public Hearing on Resolution 10392. Advertising through the newspaper was not done as required by Montana Code Annotated, so staff is recommending that the Commission postpone the hearing in order to provide proper notification.

**Summary:** In November of 2020, The City Commission adopted Resolution 10375 which provided for various changes to the parking program fees. The Commission also approved the purchase of parking enforcement equipment and software. Recently, as staff was working with the software vendor on configuration of the program, the vendor recognized that the City provides incentives to those monthly permit holders who purchase annual permits as opposed to month to month permits. Our original contract with Passport Labs, Inc. and corresponding fee Resolution 10375, did not account for this. Passport Labs, Inc. has offered a generous fee incentive for annual permit purchasers that get passed on to the customer. Instead of a \$2.50 monthly fee for monthly permit holders, annual permit holders will be charged \$4.00 or \$.33 monthly for the annual permits. This represents a significant savings to our annual permit customers.

**Fiscal Impact:** If approved, annual permit holders will enjoy a savings of \$26.00 each year.

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**Alternatives:** The City Commission may elect to not postpone the hearing, although this is not recommended as a public hearing is required prior to approving or denying Resolution 10392.

The Commission could choose to maintain all provisions of Resolution 10375, keeping the \$2.50 per month fee for all monthly and annual permit holders without holding the public hearing.

**Concurrences:** The Parking Advisory Commission has been advised of the proposed fee change and is supportive of the measure.

#### **Attachments/Exhibits:**

Resolution 10392

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#### **RESOLUTION NO. 10392**

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, AMENDING SECTION (4)C OF RESOLUTION 10375, ESTABLISHING THE RATES, FEES AND PENALTIES ASSOCIATED WITH TITLE 10 OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF) PERTAINING TO THE CITY'S PARKING SYSTEM.

\*\*\*\*\*\*

**WHEREAS**, Title 10 of the OCCGF provides for various parking system related rates, fees and penalties to be established by Resolution; and

**WHEREAS**, a financially sound parking system and properly maintained parking facilities are essential to the continuing redevelopment of downtown Great Falls and to the many citizens and visitors who use those facilities; and

**WHEREAS**, the revenues earned by the parking system at this time are inadequate to provide for continuing operation without subsidies from other sources; and

**WHEREAS**, implementation of new equipment and technology require additional revenue to cover direct costs; and

**WHEREAS**, the Parking Advisory Commission has studied this matter and set forth the recommendations herein.

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

#### (1) Metered Parking.

**A. Metered parking rate.** The rate for metered parking shall be \$1.00 per hour.

**B.** Courtesy ticket. The first violation by a particular vehicle, as identified by license plate number, for failure to pay for parking as required by OCCGF Title 10, Chapter 9, or for an expired meter or overtime parking as provided by OCCGF Title 10, Chapter 9, shall result in the issuance of a courtesy ticket. Said courtesy ticket thanks the driver for visiting downtown Great Falls and reminds him or her of the parking regulations. Courtesy tickets will not be issued for any of the other violations listed in OCCGF Title 10. A courtesy ticket will not be issued to the occupant of a vehicle that is associated with unpaid fees and/or penalties.

- C. Accelerated penalties per year for failure to pay, expired meter, and overtime violations. The penalty for the second violation for failure to pay for metered parking as set forth in OCCGF Title 10, Chapter 21, or violation of expired meter or overtime parking as set forth in OCCGF Title 10, Chapter 21, shall be \$5. The penalty for the third violation shall be \$10; and, all subsequent violations by a particular vehicle within one year shall be \$20 for each violation.
- **D.** Other parking penalties. Penalties for all other violations listed in Title 10, of the OCCGF shall be \$20, except the fine for violations in disabled parking zones shall be \$100.

#### E. Miscellaneous parking fees.

- i. A \$.35 per transaction Mobile Payment for Parking (MPP) fee will be added to each parking transaction using the Mobile Payment App.
- ii. A \$3.00 per ticket paid, Citation Management Platform (CMP) Service and License fee will be added to each citation paid.
- iii. An additional 25% (CMP) service fee will be added to each citation that has not been paid within 30 days after the date of the citation for collection efforts.
- iv. A \$10 administrative fee shall be added to all penalties that are not paid within thirty (30) days after the date of the citation.
- v. A \$1.50 per notification letter fee shall be added to all citations that require notification letters to be sent to the registered owner(s) of vehicles which receive citations that are not paid within the (30) days after the date of the citation
- vi. Pursuant to OCCGF Title 10, Chapter 10, the immobilization or "boot" fee shall be \$150.
- vii. Pursuant to OCCGF Title 10, Chapter 9, the daily charge for a meter bag shall be \$5.
- viii. Pursuant to OCCGF Title 10, Chapter 9, the monthly metered parking permits shall be \$25.
- ix. Pursuant to OCCGF Title 10, Chapter 9, a nonrefundable \$100 fee must accompany an application to establish a freight or passenger loading zone, which is in addition to the actual costs of marking and/or signing the zone if the application is approved. The fee shall be waived for passenger loading zones at public schools.

- x. Pursuant to OCCGF Title 10, Chapter 9, a \$75 combined application and installation fee shall be charged for disabled parking zones.
- **Courtesy parking.** Pursuant to OCCGF 10, Chapter 9, the cost of a courtesy parking space shall be \$400 per year for each parking space on Central Avenue, and \$300 per year for each parking space that is within the Downtown Parking Management District, but not on Central Avenue. This annual fee is in addition to the actual cost of installing the courtesy parking sign(s).
- (3) <u>Pedlet Space Lease.</u> The cost for leasing each on-street parking space for the construction and occupancy of a "Pedlet" shall be the same cost as is established for a "Courtesy Parking Spot" prorated by month for the duration that the "Pedlet" consumes each on-street parking spot.
- (4) <u>City parking facilities.</u> Pursuant to OCCGF Title 10, Chapter 9, the City Manager shall, on recommendation of the Parking Advisory Commission, establish the hourly, daily and monthly lease rates charged for parking in City owned or operated off street lots or garages.
- A. Parking Ramps/Garages. The monthly lease rates for the City's parking ramps/garages located at Second Avenue South/Third Street and First Avenue North/Fourth Street North shall be \$51 monthly. The City Manager may negotiate and authorize special incentive rates for bulk parking leases for customers who either lease numerous garage spaces and/or pre-pay leases for a period of one year or more. All fees for leases shall be non-refundable.
- **B.** City parking lots. The lease rates for parking lots 2, 4, 6, 7 & 8, shall be \$0.50 per hour/\$5 per day/\$35 monthly. The City Manager may negotiate and authorize special incentive rates for bulk parking leases for customers who either lease numerous surface lot spaces and/or pre-pay leases for a period of one year or more. All fees for leases shall be non-refundable.
- C. Digital Permits for Parking. A \$2.50 per month service and license fee will be added to each active monthly garage or parking lot permit. Those customers purchasing an annual permit will be charged \$4.00, or charged \$.33 per month for each active annual permit.
- (5) <u>Parking management district map</u>. The "Official Parking Management District Map of the City of Great Falls, Montana," is adopted as appended to this Resolution.

BE IT FURTHER RESOLVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, this Resolution shall be in full force and effect on April 6, 2021.

Montana,	PASSED April 6, 202		ADOPTED	by the	City	Commiss	ion of	the City	of (	Great 1	Falls,
					Rob K	Telly, May	or				
					DOU N	ciry, iviay	OI				
ATTEST:											
Lisa Kunz	z, City Clerk	ζ			-						
(CITY SE	EAL)										
APPROV	ED FOR LI	EGAL	CONTENT	:							
Sara R. So	exe, City At	torney	7		_						



Commission Meeting Date: April 6, 2021

#### CITY OF GREAT FALLS COMMISSION AGENDA REPORT

**Item:** Public Hearing - Independence Bank Minor Subdivision and the 10th Street

Bridge Minor Subdivision and approve a land exchange between

Independence Bank and the City of Great Falls.

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

**Initiated By:** Independence Bank and the City of Great Falls

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

**Action Requested:** Conduct a public hearing and approve the Exchange Agreement between the

City of Great Falls and Independence Bank, and approve the Independence

Bank Minor Subdivision and 10th Street Bridge Minor Subdivision.

#### **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 (approve/deny) the Exchange Agreement of City owned property which is anticipated to be subdivided from a larger parcel and will be described as Lot 1 of the 10th Street Bridge Minor Subdivision in exchange for Independence Bank owned property which is anticipated to be subdivided from a larger parcel and will be described as Lot 2 of the Independence Bank Minor Subdivision, and authorize the City Manager to execute the agreement."

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

If Motion I is passed in the affirmative, then;

#### Commissioner moves:

II. "I move that the City Commission (approve/deny) the Independence Bank Minor Subdivision as legally described in the Staff Report, and the accompanying Findings of Fact, subject to the Conditions of Approval being fulfilled by the applicants."

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

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If Motion II is passed in the affirmative, then;

#### Commissioner moves:

III. "I move that the City Commission (approve/deny) the 10th Street Bridge Minor Subdivision as legally described in the Staff Report, and the accompanying Findings of Fact, subject to the Conditions of Approval being fulfilled by the applicants."

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

**Staff Recommendation:** Staff recommends that the City Commission conduct a public hearing and approve the Exchange Agreement for the property which is anticipated to be subdivided from a larger parcel and will be described as Lot 1 of the 10th Street Bridge Minor Subdivision in exchange for Independence Bank owned property which is anticipated to be subdivided from a larger parcel and will be described as Lot 2 of the Independence Bank Minor Subdivision. Staff also recommends approval of the Independence Bank Minor Subdivision and 10th Street Bridge Minor Subdivision with the following conditions:

#### **Conditions of Approval:**

- 1. The applicants shall provide an Amended Plat of the subject properties which shall incorporate corrections of any errors or omissions noted by Staff.
- 2. The City Commission must approve the land swap in conjunction with these subdivisions. If the Commission does not approve the associated land exchange, the minor subdivision requests should not be approved.

**Summary:** Independence Bank has purchased a tract of land along the Missouri River located between the 9th Street North Bridge and the old 10th Street Bridge. This tract of land is located to the west of the former Falls Construction site and the Missouri River Diner. The applicant's intent is to build a three story bank with offices and a small coffee shop. The City was approached by the applicant to engage in a land exchange for unusable land along the low water mark of Missouri River and to the south for a piece of vacant land that the City owns along River Drive. The intent of the land exchange is for the land along the river to be acquired by the City to facilitate a future trail connection to the 10th Street Bridge and for the bank to gain additional land needed for parking. In order to facilitate this land exchange, two minor subdivisions are required on the parcels in order to create the parcels to exchange.

#### **Background:**

#### Land Exchange between Independence Bank and the City of Great Falls

The Bank, as well as the City, agreed that based on the appraisals of the properties, the best approach was for each entity to subdivide its property to create lots of similar land value. Additionally, the City is subdividing its property instead of moving the boundary line due to contamination of the soil that requires restrictive covenants not allowing residential use. The City and the Bank are working with DEQ to finalize the covenants.

Under the Agreement terms, the City and Bank agree to prorate taxes, special improvement assessments for the current tax year, permit fees, water and sewer charges, irrigation assessments, maintenance fees,

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and any other pre-paid charges concerning the respective properties, as are applicable as of the date of closing.

#### **Independence Bank Minor Subdivision Request:**

The purpose of this Minor Subdivision is for the City to acquire a parcel along the Missouri River to enable public access as well as to facilitate eventual trail construction to connect the portion of the River's Edge Trail running underneath the 9<sup>th</sup> Street North Bridge to the renovated historic 10<sup>th</sup> Street Bridge. This will allow for public access from the south side of the Missouri River to the north side of the River using the historic 10<sup>th</sup> Street pedestrian bridge. Two new lots would be created from the existing Tract 2 described in COS No. S-0004016. Lot 1 will be developed as commercial property by the current landowner, Independence Bank. Lot 2 would be deeded to the City of Great Falls.

The minor subdivision that the applicant is requesting consists of the following:

- Lot 1 0.921 acres (kept by the bank for new development)
- Lot 2 0.336 acres (deeded to the City)

The basis for a decision to approve, conditionally approve, or deny a proposed subdivision is whether it is demonstrated that development of the proposed subdivision meets the requirements of the Montana Code Annotated (MCA). Staff has developed Findings of Fact for the proposed subdivision, and Staff concludes the subdivision meets the basic requirements provided by 76-3-608(3) MCA. The full Findings of Fact are included in the attachments of this report.

#### 10th Street Bridge Minor Subdivision Request:

The purpose of this Minor Subdivision is to create a new lot to be deeded to the bank for a portion of the bank development. This lot is the location of a City owned sewer main which will not be disturbed during the construction of the parking lot. The existing easement will remain for access to the main if necessary.

The minor subdivision that the City is requesting consists of the following:

- Lot 1 0.462 acres (to be deeded to the bank)
- Lot 2 1.080 acres (to be retained by the City)

The basis for a decision to approve, conditionally approve, or deny a proposed subdivision is whether it is demonstrated that development of the proposed subdivision meets the requirements of Montana Code. Staff has developed Findings of Fact for the proposed subdivision, and Staff concludes the subdivision meets the basic requirements provided by § 76-3-608(3) MCA. The full Findings of Fact are included in the attachments of this report.

#### **Neighborhood Council Input:**

Pursuant to Montana Code and the Official Code of the City of Great Falls (OCCGF) § 17.16.4.010 Table 16-2, minor subdivisions do not require public notification. As a courtesy, information regarding the proposed minor subdivisions was provided to Neighborhood Council #7 via email. To date, no comments have been submitted from the Council members.

**Fiscal Impact:** Each party's Real Property that is subject to this Agreement has been valued to be like kind with equal or greater value of approximately \$65,000. The City and the Bank will be required to pay for closing costs, including title insurance for the respective properties.

The proposed minor subdivisions are required for the land exchange between the City and the Bank. City utility services are currently in place for the extension of service lines to serve the Bank development.

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Utility installation will be paid by the developer. The property has already been annexed into the City and receives public safety services. Upon further development, public safety service demands will incrementally increase, however it is not anticipated to cause any undue hardship to the City. The City may, at some point in the future, elect to invest funds into completing the trail connection to the 10<sup>th</sup> Street Bridge in addition to Trail Foundation, State or other grant sources. The City has a long history of partnering with the Foundation and others to develop and maintain the heavily used resource that sets Great Falls apart from other Montana communities.

**Alternatives:** The Commission could deny the land exchange. In such an event the subdivisions should not proceed as proposed.

**Concurrences:** City of Great Falls staff, including the Public Works Department, Legal Department and the Park and Recreation Department support the approval of the Exchange Agreement.

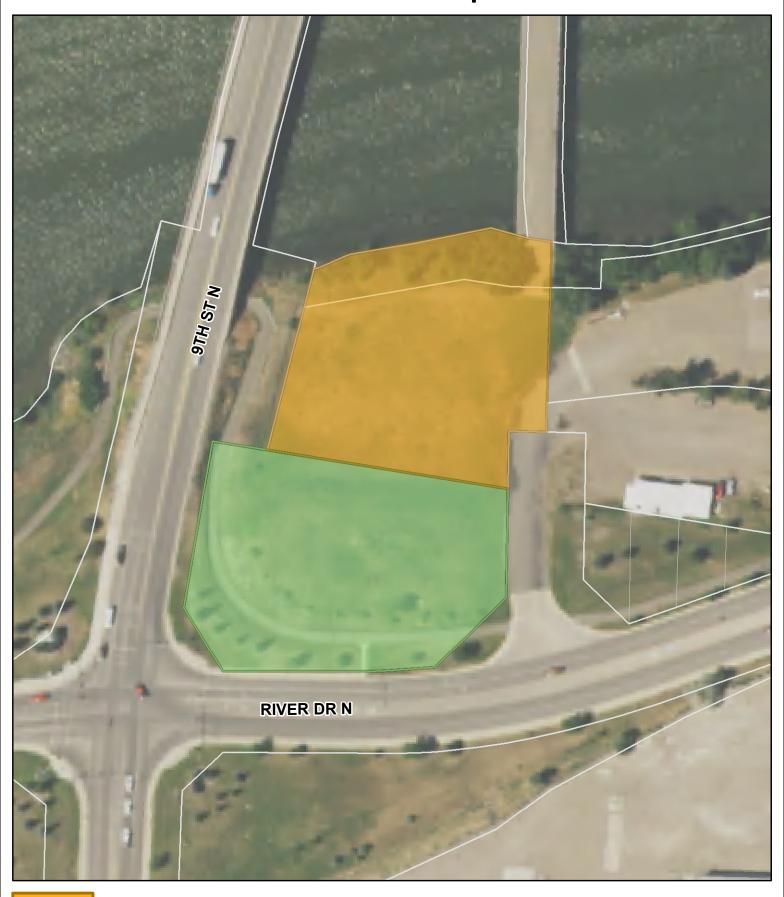
For the minor subdivisions, representatives from City's Public Works, Park and Recreation and Legal Departments have been involved throughout the review process of this application, and all comments have been taken into consideration for the recommendation of the project.

#### **Attachments/Exhibits:**

- Location Map
- Zoning Map
- Independence Bank Minor Plat
- Findings of Fact Independence Bank Subdivision
- Legal Opinion for Ownership of Bank Property
- 10th Street Bridge Minor Plat
- Findings of Fact 10th Street Bridge Subdivision
- Site Plan of Development
- Exchange Agreement

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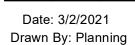
# **Location Map**





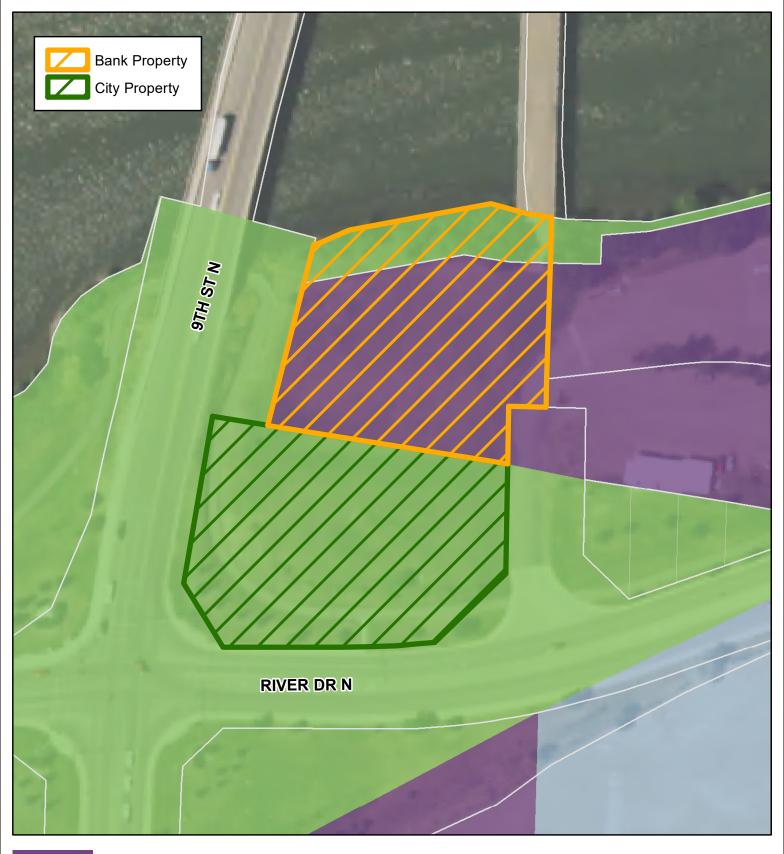
Bank Property

City Property





# **Zoning Map**



M-2 Mixed-use Transitional

I-1 Light Industrial

POS Parks and Open Space



# A PLAT OF THE INDEPENDENCE BANK MINOR SUBDIVISION

BEING TRACT 2 OF CERTIFICATE OF SURVEY NO. S-0004016, LOCATED IN GOVERNMENT LOT 5 OF SECTION 1, T20N, R3E, P.M.M., CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA

LANDOWNER: INDEPENDENCE BANK

AREA OF LOTS = 1.257 ACRES

AREA OF PARK = 0 ACRES

AREA OF DEDICATED ROADS = 0 ACRES

TOTAL SUBDIVISION AREA = 1.257 ACRES

# BED OF MISSOURI RIVER (LANDOWNER: STATE OF MONTANA) - EDGE OF WATER AT APPROXIMATE PROPERTY LINE LOCATION TIME OF SURVEY AT ELEVATION OF 3395 (CITY G.F. DATUM) BLACK EAGLE DAM FLOOD RIGHT EASEMENT OLD 10TH STREET BRIDGE (LANDOWNER: MONTANA DOT) (STRUCTURE: CITY OF G.F.) LOT 2 0.336 ACRES S81°02'20"E 40.00'(F&P) NEW PRIVATE ACCESS & UTILITY EASEMENT TO THE OWNERS OF LOT 1 LOT 1 0.921 ACRES - FND NON-LEGIBLE YPC EXISTING ACCESS EASEMENT TO OWNER OF TRACT DOC. R0400698 EXISTING ACCESS EASEMENT TO OWNER OF TRACT 1 & PARCEL A DOC. R0042107 FND NON-LEGIBLE YPC N88°28'22"W T.P.O.B. 38.76'(F&P) FND "11702LS BROWN" YPC — ✓ SET "X" IN CONCRETE AT BASE OF FENCE POST N80°43'28"W 253.50'(F&P) FND "11702LS BROWN" YPC CENTERLINE OF ABANDONED CHICAGO, MILWAUKEE, ST PAUL & PACIFIC RAILROAD RIGHT—OF—WAY (LANDOWNER: CITY OF GREAT FALLS) **LEGEND** FND PROPERTY PIN AS NOTED FND CENTERLINE MONUMENT - BRASS CAP IN MON BOX SET PROPERTY PIN - 18"x5/8" REBAR/YPC 15625LS SUBDIVISION BOUNDARY ---- EASEMENT LINE FOUND/FIELD MEASUREMENT PLAT RECORD DISTANCE SCALE TRUE POINT OF BEGINNING

#### CERTIFICATE OF OWNERSHIP

I(we), the undersigned property owner(s), do hereby certify that I(we) have caused to surveyed, subdivided, and platted into lots, blocks, and easements, the following described tract of land in the City of Great Falls, Cascade County, Montana, to—wit:

A tract of land being Tract 2 of Certificate of Survey No. S—0004016, located in Government Lot 5 of Section 1, Township 20 North, Range 3 East, P.M.M., City of Great Falls, Cascade County,

Montana, and being more particularly described as follows:

Beginning at the centerline intersection of 10th Street North and 8th Avenue North; thence North 01°33'40" East along the centerline of 10th Street North, a distance of 1620.70 feet to the Northerly MDT right-of-way boundary line of Project STPU 5205(11), also being the Southeast corner of said Tract 2 and the True Point of Beginning; thence North 88°28'22" West along said Northerly MDT right—of—way boundary line, also being the Southerly boundary line of said Tract 2, a distance of 38.76 feet to the Southerly corner of said Tract 2, also being a point on the Westerly MDT right-of-way boundary line of said Project STPU 5205(11); thence South 01°12'22" West along said Westerly MDT right—of—way boundary line, also being the Southerly boundary line of said Tract 2, a distance of 59.86 feet to the Northerly right-of-way boundary line of the abandoned Chicago, Milwaukee, St Paul & Pacific Railroad, also being a Southerly corner of said Tract 2; thence North 80°43'28" West along said Northerly right—of—way boundary line, also being the Southerly boundary line of said Tract 2, a distance of 253.50 feet to the Easterly MDT right—of—way boundary line of Project BRM 5211(3), also being the Southwest corner of said Tract 2; thence North 14°30'22" East along said Easterly MDT right-of-way boundary line, also being the Westerly boundary line of said Tract 2, a distance of 184.92 feet to the approximate property boundary, being the Black Eagle Dam Flood Right Easement elevation of 3395 feet (City of Great Falls Datum); thence North 81°40'10" East along said Black Eagle Dam Flood Right Easement, a distance of 72.07 feet; thence North 85°47'16" East along said Black Eagle Dam Flood Right Easement, a distance of 69.37 feet; thence North 89°07'39" East along said Black Eagle Dam Flood Right Easement, a distance of 68.22 feet to the Westerly right-of-way boundary line of the Old MDT 10th Street Bridge, thence South 01°33'40" West along said Westerly right-of-way boundary line, a distance of 26.11 feet to a point on the Northerly boundary line of said Tract 2; thence South 88°31'20" East along said Northerly boundary line, a distance of 40.00 feet to the Northeast corner of said Tract 2; thence South 01°33'40" West along the Easterly boundary line of said Tract 2, a distance of 150.57 feet to the True Point of

Beginning and containing 1.257 acres, along with and subject to any existing easements.

The above described tract of land is to be known and designated as the INDEPENDENCE BANK MINOR SUBDIVISION, City of Great Falls, Cascade County, Montana, and the lands included in all streets, avenues, and parks or public lands shown on said plat are hereby granted and donated to the use of the public forever.

### CERTIFICATE OF EXEMPTION FROM PARK DEDICATION

I(we), the undersigned property owner(s), do hereby certify that being this subdivision will only create one additional parcel, a park dedication will not be required pursuant to 76-3-621(3)(d) MCA, stating "(3) A park dedication may not be required for: (d) a subdivision in which only one additional parcel is created".

Dated this \_\_\_\_\_, A.D., \_\_\_\_\_,

Notary Public for the State of Montana

8TH AVE.

Residing at \_\_\_\_\_

My commission expires \_\_\_\_\_\_

IDEPENDENCE BANK	
rinted Name	
tle	
tate of Montana) : ss ounty of Cascade)	
n this day of, before or the State of Montana, personally appeared,, before erson who executed the Certificate of Ownership. IN WITNESS and affixed my official seal the day and year in this certificate	, known to me to be the WHEREOF, I have hereunto set my hand
(Notarial Seal)	

#### CERTIFICATE OF PUBLIC WORKS DIRECTOR

I, Paul Skubinna, Public Works Director for the City of Great Falls, Montana, do hereby certify that I have examined the accompanying plat of the INDEPENDENCE BANK MINOR SUBDIVISION, and the survey it represents, find that same conforms to regulations governing the platting of lands and presently platted adjacent land, as near as circumstances will permit, do hereby approve the same.

Dated this \_\_\_\_ day of \_\_\_\_\_\_, \_\_\_\_\_.

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 INDEPENDENCE BANK MINOR SUBDIVISION, was duly examined and approved by the City Commission of the City of Great Falls, Montana, at its regular meeting held on the \_\_\_\_ day of \_\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_.

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

PAUL SKUBINNA, Public Works Director

City of Great Falls. Montana

#### CERTIFICATE OF AVAILABILITY OF MUNICIPAL SERVICES

I, Gregory T. Doyon, City Manager of the City of Great Falls, Montana, do hereby certify that the City Commission of the City of Great Falls, Montana, at its regular meeting held on the \_\_\_\_ day of \_\_\_\_\_, found that adequate municipal facilities for the supply of water and the disposal of sewage and solid waste, are available to the above described property, namely the said facilities of the City of Great Falls, Montana, and this certificate is made pursuant to Section 76-4-125(1)(d) M.C.A., permitting the Clerk and Recorder of Cascade County, Montana, to record the accompanying plat.

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

### CERTIFICATE OF GREAT FALLS PLANNING BOARD

We, the undersigned, Dave Bertelsen, Chairman of the Great Falls Planning Board, City of Great Falls, Montana, and Craig Raymond, Secretary of said Great Falls Planning Board, do hereby certify that the accompanying plat of INDEPENDENCE BANK MINOR SUBDIVISION, has been submitted to the said Great Falls Planning Board, for examination by them and was approved at its regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_\_\_, \_\_\_\_\_.

Dave Bertelsen, Chairman
Great Falls Planning Board

Craig Raymond, Secretary
Great Falls Planning Board

### CERTIFICATE OF SURVEYOR

I, the undersigned, Daniel R. Kenczka, Professional Land Surveyor, Montana Registration No. 15625LS, do hereby certify that on January 27, 2021, I supervised the survey of this INDEPENDENCE BANK MINOR SUBDIVISION, and platted same as shown on the accompanying plat and as described in accordance with the provisions of the Montana Subdivision and Platting Act, Sections 76—3—101 through 76—3—614, M.C.A., and Cascade County.

Dated this \_\_\_\_\_, A.D., \_\_\_\_\_

Daniel R. Kenczka, Montana Reg. No. 15625LS

DANIEL R. WO No. 15625 LS A LEAND NAL LAND

# CERTIFICATE OF COUNTY TREASURER

I, Diane Heikkila, County Treasurer of Cascade County, Montana, do hereby certify that I have examined the records covering the areas included in the accompanying plat of the INDEPENDENCE BANK MINOR SUBDIVISION, and find that the current taxes are not delinquent.

Dated this \_\_\_\_\_, A.D., \_\_\_\_\_

County Treasurer, Cascade County, Montana

BASIS OF BEARING:
GRID NORTH, MONTANA STATE PLANE COORDINATE SYSTEM

PURPOSE OF SURVEY:
TO CREATE 2 LOTS FROM TRACT 2 OF CERTIFICATE OF SURVEY NO. S-0004016



DRAWN BY: DRK DATE: 2-11-21 QUALITY CHECK: SURVEYED BY: KFV JOB NO. 20-040 FIELDBOOK

GREAT FALLS-BOZEMAN-KALISPELL-SHELBY SPOKANE LEWISTON WATFORD CITY MONTANA WASHINGTON IDAHO NORTH DAKOTA

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

Independence Bank Minor Subdivision, Tract 2 of Certificate of Survey No. S-0004016, located in Government Lot 5 of Section 1, Township 20 North, Range 3 East, PMM, City of Great Falls, Cascade County, MT. (PREPARED IN RESPONSE TO 76-3-608(3) MCA)

#### PRIMARY REVIEW CRITERIA:

Effect on Agriculture and Agricultural Water User Facilities: The minor subdivision is located on a parcel of land along the Missouri River between the 9th Street North Bridge and the old 10th Street Bridge. The property is currently vacant and zoned M-2 Mixed—Use Transitional. There is a sliver of Parks and Open Space zoning along the edge of the Missouri River. The parcel abuts a vacant parcel to the south which is owned by the City and proposed to be subdivided at the same time. Adjacent to the site is the Missouri River Diner and the old Falls Construction yard. Due to existing and proposed development, the proposed minor subdivision will not interfere with any agricultural irrigation system or present any interference with agricultural operations in the vicinity.

**Effect on Local Services:** The lot to be subdivided is vacant and the parcel to be created along the river will be exchanged with a parcel to the south that is being subdivided by the City. The remaining parcel is to be developed into a 3-story building for the bank with a coffee shop. The development will meet all standards of the Land Development Code as well as all standards to supply water, sewer and stormwater for the development.

The property proposed for this subdivision is also currently receiving law enforcement and fire protection service from the City of Great Falls and the subdivision does not create any negative impacts to these current services.

**Effect on the Natural Environment:** The property is considered contaminated by Montana DEQ and covenants will be placed upon the parcels to be created. The covenants will restrict development for residential use. Since the proposal is for the construction of a commercial use, the construction of the building will meet all requirements and not violate the covenants required by DEQ. The development will meet all standards for stormwater quality and quantity and must comply with all requirements for the City.

**Effect on Wildlife and Wildlife Habitat:** The subdivision is surrounded by existing development with commercial buildings to the east, open space to the south and major street systems to the south and west. 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 subdivision does not create abnormal natural hazards nor potential man-made hazards. The subdivision will not have a negative effect on Public Health and Safety. The City is acquiring the property along the Missouri River for the express purpose of facilitating a trail connection between the 9<sup>th</sup> Street and 10<sup>th</sup> Street bridges.

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

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

#### **EASEMENT FOR UTILITIES**

The proposed plat will be reviewed by City Utilities Staff to determine any necessary utility easements that are needed for the future bank development.

#### **LEGAL AND PHYSICAL ACCESS**

Legal and physical access to the proposed subdivision is existing from the remaining right-of-way from the 10th Street Bridge which connects to River Drive North at the southeast corner of the site.

# WILLIAM O. BRONSON, PLLC

P.O. Box 3485
Great Falls, Montana 59403
PHONE: (406) 799-9373
E-MAIL: bill.bronson@bresnan.net

OUR FILE: Preservation Cascade/ Non-Profit File

February 16, 2021

Ms. Sara Sexe
City Attorney, City of Great Falls
2 Park Drive South
Great Falls, MT 59401
Via E-mail Only: saras@greatfallsmt.net

RE: Title Opinion

Dear Sara:

I have been asked by several parties involved in a current subdivision planning process to offer a legal opinion as to ownership rights in a parcel of real property near and abutting the south entrance to the Historic 10<sup>th</sup> Street Bridge in Great Falls, Montana. I understand the City of Great Falls is especially interested in this opinion, as the City will be taking title to this parcel.

I understand you were previously provided an informal opinion on certain aspects of this question by Kristen Juras, prior to her becoming Lieutenant Governor. Since then, I was asked to look at the question more closely, which I have done.

For purpose of this opinion, I have reviewed numerous recorded land conveyances in the immediate vicinity, as well as references to the same, dating back to the 1870s. I have also considered a certain Montana statute, as well as a key Montana Supreme Court decision. The statute and the opinion are critical for purpose of opining on title.

In the interest of full disclosure: I am currently a board member of Preservation Cascade, Inc., a Montana non-profit corporation which, as you know, has an agreement with the City of Great Falls to maintain and effect restorative repairs to the 10<sup>th</sup> Street bridge. Preservation Cascade for several years has had an interest in seeing some form of public access to the south entrance of the bridge, to help facilitate use of the bridge. The corporation has worked with Recreational Trails, Inc., as well as other interested parties, to see that such access is secured. Please

be advised that my association with Preservation Cascade in no way colors or influences my analysis or opinion here.

#### **Pertinent Facts**

I understand the land of particular interest to the City is a strip consisting primarily of the south bank of the Missouri River, bounded by the existing 9<sup>th</sup> Street Bridge on the west, and the aforementioned 10<sup>th</sup> Street Bridge on the left. Please see attached Exhibits A and B which illustrate the strip. In Exhibit A, a draft of the proposed Independence Bank Minor Subdivision issued for review on February 3, 2021, the strip is marked and bounded in red ink. In Exhibit B, taken from the Montana Cadastral, the subject is area is similarly marked. These exhibits are offered primarily to identify the land in question.

Independence Bank is currently processing a Minor Subdivision, which would enable public access to the south end of the 10th Street bridge. Two new lots would be created from the existing Tract 2 described in COS No. S-0004016. See, Exhibit C, an updated version of Exhibit A. Lot 1 will be developed as commercial property by Independence Bank. Lot 2 would be deeded to the City of Great Falls to allow public access to the bridge from the existing trail in the MDT right of way of 9<sup>th</sup> Street North and from the existing 10th St. N right of way.

This strip previously identified may be best characterized as the embankment area above the river, down to approximately the river shoreline. In the Cadastral attached as Exhibit B, Falls Construction is listed as the owner of the land immediately south of the strip. It is my understanding that Falls has already transferred, or will be transferring, ownership of most of the western portion of that property to Independence Bank. In terms of ownership of the northernmost strip – the parcel of particular interest to the City – the Cadastral description for the property includes the statement, "No data available for the parcel selected." The draft plat (Exhibit A) indicates that the identity of the landowner is unknown.

#### Legal Opinion as to Ownership

In my opinion, title to the above-described strip, identified as Lot 2 in Exhibit C,

<sup>&</sup>lt;sup>1</sup> The strip in question extends in a northeasterly direction above the south end of the river, and below the Falls Construction properties, for some distance.

legally resides in the current owner (whether Falls or Independence Bank, depending on whether Falls has effected a conveyance to the Bank), from the southern boundary line of Lot 2, to the edge of the Missouri River at its low-water mark. Upon conveyance as proposed, the City of Great Falls will take title to the same property, with all rights of ownership.

This opinion is based upon a legal analysis of how ownership of such land is determined in Montana. Although some of the documents (like the draft survey and the Cadastral) indicate that ownership is unknown or undetermined, Montana law expressly provides that title to such land is held by the adjacent landowner, barring an express conveyance of the property to another. A particular Montana statute, Mont. Code Ann. § 70-16-201, is the starting point of the analysis. The statute provides:

Except where the grant under which the land is held indicates a different intent, the owner of the land when it borders upon a navigable lake or stream, takes to the edge of the lake or stream at low-water mark. When it borders upon any other water, the owner takes to the middle of the lake or stream.

This statute was adopted by the Montana Legislature in 1895, as part of one of the state's first Civil Code codifications. Our statute is derived from California Civil Code Section 830, which in turn is based on the language of the Field Civil Code, Section 267.<sup>2</sup> Section 70-16-201 is part of several provisions in Title 70 setting forth "presumptions" for rights and obligations incidental to ownership in real property. These statutes are utilized to resolve questions of ownership where title may not be otherwise clear. One example is the presumption that the owner of property abutting a public road actually holds title to a portion of the road to the midsection. Section 70-16-201 is designed to create a similar presumption for establishing ownership, where it would otherwise undefined, unclear, or not otherwise provide for in a deed or grant.

<sup>&</sup>lt;sup>2</sup> The "Field Civil Code" was the creation of attorney David Dudley Field of New York, a leading exponent of codification of various civil laws in the United States. The Code was first adopted in part in New York in 1848. California and several western states, including Montana, subsequently adopted all or most of Field's substantive law codifications, including the specific statutes referenced above.

In <u>Gibson v. Kelly</u>, 15 Mont. 417 (1895), the Montana Supreme Court adopted the same principle as set forth in statute for determination of ownership of land bordering upon a *navigable stream*. <u>Gibson</u> has not been overruled.

With reference to my opinion, the following questions are considered and answered:

- (1) Does the land which the City will take title to Lot 2 border a navigable stream? Yes. The Missouri River in Montana has been determined by the Montana Supreme Court, as well as other courts and federal administrative agencies to be a navigable stream both in fact and in law. See, PPL Montana, LLC v. State of Montana, 2010 MT 64, 355 Mont. 402, 229 P.3d 421 (2010); In re the Mont. Power Co., 7 F.P.C. 163, 173, 1948 WL 964 \*\*10 (1948); Mont. Power Co. v. Fed. Power Comm., 185 F.2d 491, 495 (D.C.Cir. 1950) (decision affirming the determination of the Federal Power Commission in the previously cited administrative ruling). In addition, the Montana Supreme Court, in Gibson, supra, speaks to the Missouri River as a navigable waterway. See also, Herrin v. Sutherland, 74 Mont. 587, 241 P. 328 (1925).
- (2) Is there any exception, in the form of some grant or conveyance, that evidences a different intent as to ownership? No. Research to date has not revealed or uncovered any recorded or otherwise publicly available documentation evidencing ownership of the strip of land in any particular person or entity, other than the current owner or owners, and no rights of reversion to another party.

Data contained in the Montana Cadastral must necessarily rely on recorded documents of conveyance. If none exists, that the authors of the Cadastral will indicate that ownership is undetermined, or at least that no ownership data is available. However, the Cadastral is not a conclusive statement as to ownership. In the case of the relevant strip of land, it is not uncommon for such parcels to have no recorded or listed owner. In my research over the years involving title questions, I have seen similar statements in Cadastral listings, particularly for tracts of land that abut rivers or streams. The authors of the Cadastral do not resort to legal analysis like that contained in this opinion letter to determine ownership.

<sup>&</sup>lt;sup>3</sup> The Federal Power Commission (the precursor to FERC) concluded that the Missouri River, throughout its entire length, was considered a "navigable water of the United States." On further review, the Court of Appeals for the District of Columbia affirmed that finding, and held that the 263 mile stretch of the Missouri from Fort Benton to Three Forks was a navigable water of the United States.

Initial surveys and identification of boundaries for legal purposes may not always address ownership of land immediately adjacent to rivers and streams. These strips of land are often of marginal or no use to the landowner, and are simply not included in the survey and identification process. Section 70-16-201 is intended to clear up and resolve title questions in those instances where parties to the land transaction did not account for ownership of properties to the low water-mark.

It must be emphasized here that, even when the land in question is held in private ownership, as is the parcel in question, the owner of that property is under some restrictions as to its use. Specifically, the land is subject to a form of "public trust", especially with respect to various uses upon the strip of land. In <u>Gibson</u>, *supra*, the Montana Supreme Court held that, even if a private landowner held title to the real estate adjacent to a navigable stream, the public would have rights with respect to navigation and fishing on or adjacent to the strip of land, down to the low-water mark.

Although the reasoning for that conclusion is not well-explained, California courts, construing the California version of the Montana statue, California Civil Code Section 830, have offered an explanation. When California became a state, like Montana, title to lands like the one we are addressing here was held in the state. Section 830 then essentially transferred title of that portion of the bank to the low-water mark, to the landowner (public or private) immediately adjacent to the any navigable lake or stream. However, the new landowner assumed title subject to certain rights of the public that existed at the time of statehood. See, State v. Superior Court of Lake County, 29 Cal 3d 214, 625 P. 2d 219 (Cal. 1981); State v. Superior Court of Placer County, 29 Cal 3d 240, 625 P.2d 256 (Cal. 1981). According to these decisions, the scope of the trust includes such activities as the right to fish, which was mentioned in the Gibson decision.

As a practical matter, the portion of the parcel involved here that is below the top edge, down to the low water mark, is very steep, and the terrain itself is extremely rough, making regular use extremely difficult if not impossible. In addition, fishing rights are, as you know, a matter of state regulation, and a person cannot simply avail himself or herself of the opportunity without first complying with state requirements. See generally, Mont. Code Ann. Title 87, Chapter 2, Part 3, and attendant administrative regulations. It is envisioned that the principal use of the more readily accessible portions of Lot 2 above the river itself will be for an extension of Rivers Edge Trial, and access to the south end of the  $10^{th}$  Street Bridge. This proposed use is consistent with other portions of the Trail upon City-owned property.

February 16, 2021 Page 6

#### Summary

It is my opinion that the current owner or owners of the area identified as Lot 2 in Exhibit C own the property down to the low water mark. Upon conveyance of that lot to the City of Great Falls, the City will enjoy the same rights of ownership.<sup>4</sup>

Please let me know of any questions.

Sincerely

WILLIAM OBRONSON, PLLC

By:

William O. Bronson

Attachments:

Exhibits A, B and C, as Indicated

cc:

-John Juras (TDH)

-Bruce Pollington (Recreational Trails)

<sup>&</sup>lt;sup>4</sup>In communications with TDH, I was advised that their surveyor, Dan Kenczka, found evidence in the record of the old Montana Power Company and/or its predecessors reserving an easement between the low water line and the 3395 flood elevation line that appears in Exhibit C attached, which is very close to the low water line. I construe this to be a fairly common utility easement. I am further advised by TDH that the determination as set forth in that survey showing the north property line at the flood line would not impact future trail construction, as they would not be working anywhere near that low to the water line.

#### A PLAT OF THE

#### INDEPENDENCE BANK MINOR SUBDIVISION

BEING TRACT 2 OF CERTIFICATE OF SURVEY NO. S-0004016, LOCATED IN GOVERNMENT LOT 5 OF SECTION 1. T20N, R3E, P.M.M., CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA

LANDOWNER: INDEPENDENCE BANK

TOTAL SUBDIVISION AREA = 1.131 ACRES EDGE OF WATER AT TIME OF SURVEY CERTIFICATE OF CREMESHIP

CALL STATE OF CREMESHIP

CALL STATE

CALL STAT CERTIFICATE OF OWNERSHIP (LANDONNED- LINKNOWNS) OF TRAWS - 15 45 N80 10.40 E 0.210 ACRES OWNER, MONTANN DEPARTMENT OR LOT 1 0.921 ACRES END NON-IECIDIE YOU easuments. described trest of lead is to be known and designated as the INDEPENDENCE BANK.
MANUEL SUBSTANDIN, City of Creek Falls, Cascock County, Montano, and the loads clouded in all streets, evenues, and porks or public londs shown and plot are hereby granted and donoted to the use of the public forever. EXISTING ACCESS EASEMENT TO OWNER OF TRACT 1 & PARCEL A DOC. ROO42107 FND NON-LEGIBLE YPC T.P.O.B. N88'28'22'W CERTIFICATE OF EXEMPTION FROM PARK DEDICATION FND "11702LS BROWN" YPC -38.76'(F&F (i/e), the undersigned property caser(s), do heatily certify that being this subdivision will only create an additional protein, a part defection will not be required pursuant to PS-3-621(D)(d) MCA stating (3). A part dedication may not be required for: (d) a subdivision in which any one additional porcel is created. 500 N80'43'28'W 253.50'(F&P) Dated this \_\_\_\_\_ day of \_\_\_\_\_, A.D., \_\_\_ END "11702LS BROWN" YPC INDEPENDENCE BANK Printed Name \_\_\_ MONTANA County of Cascade) On this day of history phase for the State of Montana, before me, the undersigned, a Notary Phase for the State of Montana, personally appeared.

— MINESS WHEREOF, I have bereunts set my hand and affired my official seat the day and year in this certificate first above writer. I have been set my hand and affired my official seat the day and year in this certificate first above writer. LEGEND

8TH AVE

BASIS OF BEARING: GRID NORTH, MONTANA STATE PLANE COORDINATE SYSTEM

PURPOSE OF SURVEY: 10 CREATE 2 LOTS FROM TRACT 2 OF CERTIFICATE OF SURVEY NO. S-0004016

AREA OF LOTS = 1.131 ACRES
AREA OF PARK = 0 ACRES
AREA OF DEDICATED ROADS = 0 ACRES

SET PROPERTY PIN - 18"x5/8" REBAR/YPC 15625LS SUBDIVISION BOUNDARY

FOUND/FIELD MEASUREMENT

PLAT RECORD DISTANCE

TRUE POINT OF BEGINNING

- LOT LINE

---- EASEMENT LINE

T.P.O.B.

#### CERTIFICATE OF PUBLIC WORKS DIRECTOR

I. Poul Subbron, halic. Works tirector for the City of Orest Fals, Monteno, do hereby certify that I have seminest the accompanying old of the MONTENDENCE BANK MANOR SUBMONISM, and the survey if represents, find that some conforms to regulations governing the plotting of lands and presently plotted odjected fund, on near os accumulations will permit, do hereby opprive the some.

Dated this day of

PAUL SKUBINNA, Public Works Director City of Great Folls, Montona

#### CERTIFICATE OF CITY COMMISSION

I. Gregory T. Doyon. City Meroger of the City of Creat Falst, Montons, do hereby certify that the occompanying told the NACEPRÉDENCE MAN MAINES SUBDIVISION was day examined and approved by the City Commission of the City of Creat Falst, Montons, at its regular meeting held on the

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

#### CERTIFICATE OF AVAILABILITY OF MUNICIPAL SERVICES

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

#### CERTIFICATE OF GREAT FALLS PLANNING BOARD

We, the undersigned, Peter Fontons, President of the Great Folia Planning Board, City of Great Folia, Montonia, and Cring Ribmond, Stortlady of said Great Folia Planning Board, on hereby certify frost exceedings and submitted to the said Creat Encouraging plat of INDEPENDENCE DAMA MINIOR SUBDIVISION, has been submitted to the said Creat Folia Planning Boord, for examination by them and was opproved of its regular meeting held on the

Peter Fontana, President Great Falls Planning Board

Craig Raymond, Secretary Great Falls Planning Board

#### CERTIFICATE OF SURVEYOR

I, the undersigned, Doniel R. Kenczko, Professional Land Surveyor, Montano Registration No. 15625LS, do hereby certify that an January 27, 2021, I supervised the survey of this INDEPENDENCE DANK MINOR SUBDIVISION, only plotted some as shown on the occorpomying plot and as described in accordance with the provisions of the Montano Subdivision and Potting Act, Sections 76–3–101 through 76–3–614, M.C.A., and Cascode County.

Dated this \_\_\_\_\_ day of \_\_\_

Daniel R. Kenczko, Montono Ren. No. 15625LS



#### CERTIFICATE OF COUNTY TREASURER

Dione Heikkila, County Treasurer of Cascade County, Montana, do hereby certify that I have examined the records covering the areas included in the accompanying plot of the INDEPENDENCE BANK MINOR SUBDIVISION, and find that the current taxes one not delinquent.

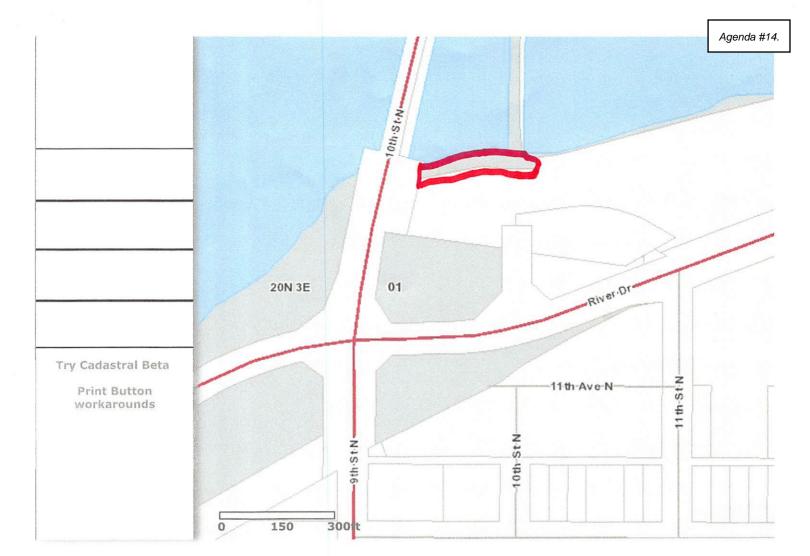
Dated this \_\_\_\_\_ day of \_\_\_\_\_ A.D.. \_\_\_\_

County Treasurer, Cascade County, Montana

#### PRELIMINARY **ISSUED FOR REVIEW 2-3-21**



RAWN BY: DRK DATE: URVEYED BY: KFV JOB NO.



#### A PLAT OF THE

#### INDEPENDENCE BANK MINOR SUBDIVISION

BEING TRACT 2 OF CERTIFICATE OF SURVEY NO. S-0004016. LOCATED IN GOVERNMENT LOT 5 OF SECTION 1. T20N, R3E, P.M.M., CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA

AREA OF LOTS = 1.257 ACRES
AREA OF PARK = 0 ACRES
AREA OF DEDICATED ROADS = 0 ACRES
TOTAL SUBDIVISION AREA = 1.257 ACRES

PLAT RECORD DISTANCE TRUE PORT OF DEGREES

### BED OF MISSOURI RIVER MODIFIER: STATE OF MONTANA) CRITERATI. Of CRIMENSOR (Nen), the undersigned property expert(n), do hearby certify that (ive) have couled to surveyed, substituted, and pictible size just, belocks, and expensives, the following described size text of loads in the CBy of Great Falls. Concools County, Startman, 15—mill. (De of Section 1.1 Counts) 20 Nather, Range 3 Casts, PAIA. Cry of Great Falls. Cascode County, Startman, 15—15 County, 15—15 Cou CERTIFICATE OF OWNERSHIP -NSS 47 16 E - - - - NSS 707 39 OLD TOTH STREET BROCE (LANDOWNER: MONTANA DOT) (STRUCTURE: CITY OF G.F.) 588'31'20'5 NEW PRIVATE ACCESS & UTILITY EASEMENT TO THE OWNERS OF LOT LOT 1 0.921 ACRES FIND NON-LEGIBLE YPC T.P.O.B. NS6'28'22'W CERTIFICATE OF EXEMPTION FROM PARK DEDICATION SET "X" IN CONCRETE FNO "11702LS BROWN" YPC PROJECT STP ODPWITHOUT MONTANA DE LEGEND SET PROPERTY PIN ... 18"13/8" REBAR/YPC 15825LS LOT 184F ---- FASFMENT LINE

I(we), the undersigned property owner(s), do hereby certify that being this subdivision will any reade one additional parcel, a park dedication will not be required pursuent to 76-3-821(3)(d) IACA, tating \*(3) A park addication may not be required for : (d) a subdivision in which only one additional

inio. IN WITHESS WHEREOF, I have her

ubinna, Public Works Director for the City of Great Folia, Montono, do hereby certify their ned the accompanying plot of the MCEFERDENCE BANK MINIOR SUBDIMISION, and the resents. Find that some conforms to regulations governing the plotting of fancts and tale adjacent land, as near os circumstances will permit, do hereby appress the same.

#### CERTIFICATE OF CITY COMMISSION

I. Gregory T. Doyon, City Monager of the City of Great Falls, Montana, do hereby certify that the accompanying plot of the INDEPENDENCE BANK LISTOR SUBDIFFICION, was ably seemined and approved by the City Commission of the City of Great Falls, Montana, at its register meeting half on the

#### CERTIFICATE OF AVAILABILITY OF MUNICIPAL SERVICES

#### CERTIFICATE OF GREAT FALLS PLANNING BOARD

Re, the undersigned, Dove Dertelson, Chairmon of the Cred Falls Plenning Board, City of Great Falls, Montene, and Cred Reymond, Secretary of add Great Falls Plenning Board, do harrier certify that the accompanying plat of INCOPECINE SMM ISSUE ISSUE has been authoritied to the sold Great Falls Plenning Board, for examination by them and one accommend as a manufacture of the sold Great Falls Plenning Board, for examination by them and one accommend as a manufacture of the sold Great Falls Plenning Board, for examination by them and one accommend as a manufacture of the sold Great Falls Plenning Board, for examination by them and one accommend as a manufacture of the sold Great Falls Plenning Board, for examination by them and one accommend as a manufacture of the sold Great Falls Plenning Board, and the sol

Dave Bertelsen, Chairman Great Falle Planning Board

Craig Raymond, Secretary Great Falls Phonoing Board

#### CERTIFICATE OF SURVEYOR

ofessional Land Surveyor, Montana Registration No. 13625LS. I supervised the survey of this BOCPCHODOXCE BANK MINOR to accompanying plat and us described in accordance and patting Act. Sections 78—3—101 through 78—3—814.



#### CERTIFICATE OF COUNTY TREASURER

Dated this \_\_\_\_\_ day of \_\_\_\_

County Treasurer, Cascade County, Montana

BASIS OF BEARING: GRD MORTH, MONTANA STATE PLANE COORDINATE SYSTEM

DRAWN BY DRK DATE SURVEYED BY KFV JOBNO.

# A PLAT OF

# 10TH STREET BRIDGE MINOR SUBDIVISION

A TRACT OF LAND SITUATED IN GOVT. LOT 5 OF SECTION 1, T. 20 N., R. 3 E., P.M.M. CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA

# **CERTIFICATE OF OWNER:**

THE UNDERSIGNED, AUTHORIZED REPRESENTATIVE OF THE CITY OF GREAT FALLS, OWNER OF THE SUBJECT PROPERTY, DO HEREBY CERTIFY THAT I HAVE CAUSED TO BE SURVEYED AND DIVIDED INTO LOTS, THE FOLLOWING DESCRIBED PROPERTY, TO WIT:

A TRACT OF LAND SITUATED IN GOVT. LOT 5 OF SECTION 1, TOWNSHIP 20 NORTH, RANGE 3 EAST, P.M.M., CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA, MORE PARTICULARLY DESCRIBED AS

# **LEGAL DESCRIPTION:**

COMMENCING AT THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 20 NORTH, RANGE 3 EAST, P.M.M., WHICH IS A FOUND 4 INCH BRASS CAP INSIDE OF A MONUMENT BOX; THENCE S38°22'15"W A DISTANCE OF 2931.92 FEET TO THE EAST RIGHT-OF-WAY OF 9TH STREET NORTH AT STATION 15+13.10 PER MDT PROJECT BRM 5211 (3), SAID LOCATION IS ALSO THE POINT OF BEGINNING OF THE PARCEL HEREIN

THENCE CONTINUING ALONG THE EAST RIGHT-OF-WAY OF 9TH STREET NORTH, S11°44'17"W A DISTANCE OF 180.65 FEET TO AN ANGLE POINT; THENCE S43°37'38"E A DISTANCE OF 85.06 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF RIVER DRIVE NORTH; THENCE ALONG SAID NORTH RIGHT-OF-WAY. S89°03'09"E A DISTANCE OF 87.38 FEET TO THE BEGINNING OF A TANGENT CIRCULAR CURVE; THENCE ALONG SAID CURVE WHICH IS CONCAVE NORTHERLY. WITH A RADIAL BEARING OF NO0°56'51"E AT THAT POINT, A RADIUS OF 912.93 FEET, A CENTRAL ANGLE OF 8°38'13", AN ARC DISTANCE OF 137.62 FEET TO THE END OF SAID CURVE; THENCE N36°59'52"E A DISTANCE OF 97.76 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF 10TH STREET NORTH; THENCE ALONG SAID WEST RIGHT-OF-WAY, NOOO1'19"E A DISTANCE OF 110.30 FEET TO AN ANGLE POINT; THENCE DEPARTING SAID WEST RIGHT-OF-WAY, N81°54'30"W A DISTANCE OF 308.50 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED, CONTAINING 1.542 ACRES, AND;

THE ABOVE DESCRIBED TRACT OF LAND IS TO BE KNOWN AND DESIGNATED AS THE 10TH STREET BRIDGE MINOR SUBDIVISION, CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA; AND,

[NAME NAME], AUTHORIZED REPRESENTATIVE OF THE CITY OF GREAT FALLS

# **ACKNOWLEDGED**

STATE OF MONTANA)

COUNTY OF CASCADE)

UNDERSIGNED, A NOTARY PUBLIC FOR THE STATE OF MONTANA, DID PERSONALLY APPEAR, [NAME NAME], KNOWN TO BE THE PERSON THAT EXECUTED THE FOREGOING INSTRUMENT. IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR HEREIN ABOVE FIRST WRITTEN.

NOTARY PUBLIC FOR THE STATE OF MONTANA:

PRINTED NAME: RESIDING AT:

MY COMMISSION EXPIRES:

# CERTIFICATE OF PUBLIC WORKS DIRECTOR

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

DATED THIS \_\_\_\_\_DAY OF \_\_\_\_\_, 2021

PAUL SKUBINNA, PUBLIC WORKS DIRECTOR CITY OF GREAT FALLS, MONTANA

# **CERTIFICATE OF CITY COMMISSION:**

I, GREGORY T. DOYON, CITY MANAGER OF THE CITY OF GREAT FALLS, MONTANA, DO HEREBY CERTIFY THAT THE ACCOMPANYING PLAT, WAS DULY EXAMINED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, AT ITS REGULAR MEETING HELD ON THE

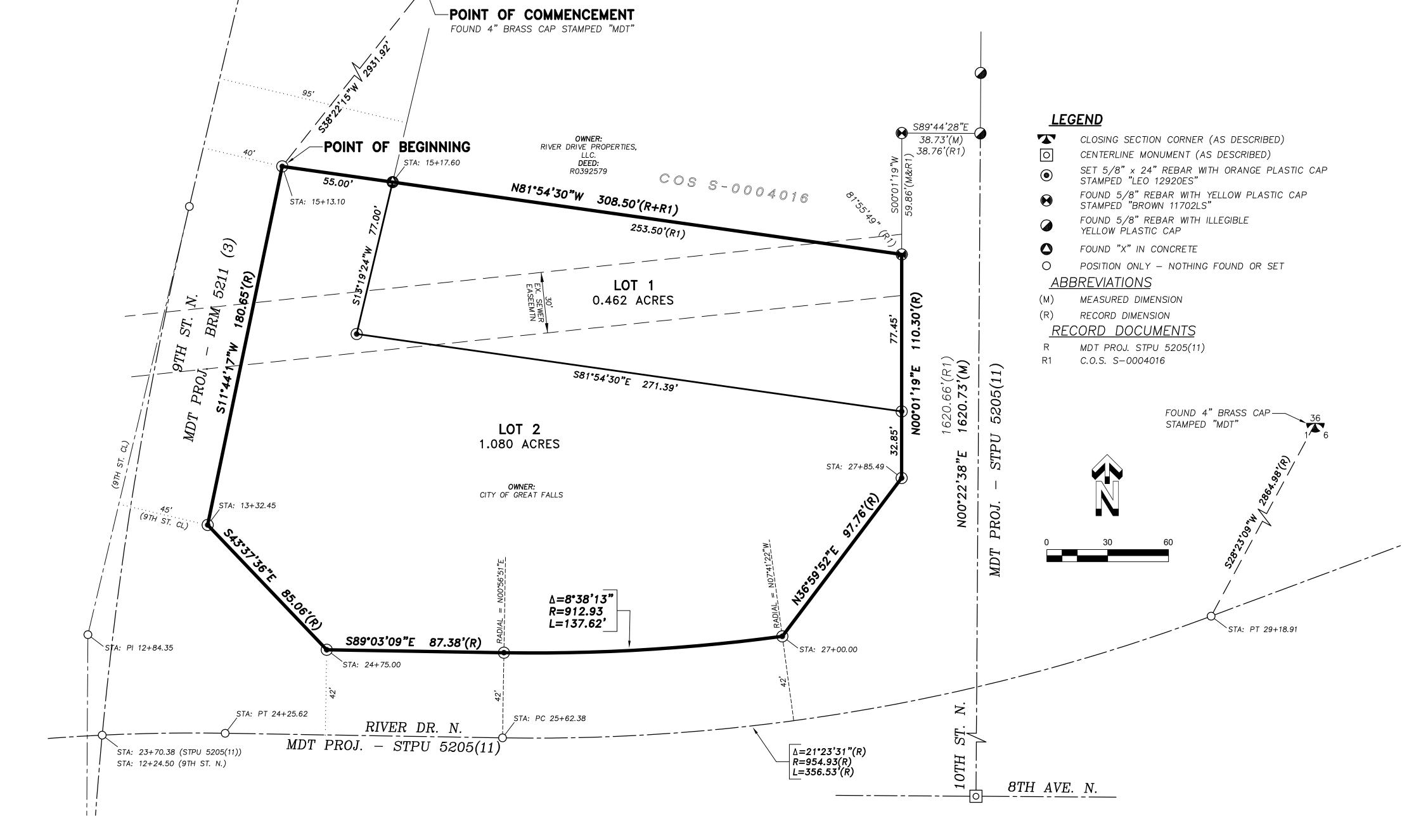
GREGORY T. DOYON, CITY MANAGER CITY OF GREAT FALLS, MONTANA

# CERTIFICATE OF GREAT FALLS PLANNING BOARD:

WE, THE UNDERSIGNED, PETER FONTANA, PRESIDENT OF THE GREAT FALLS PLANNING BOARD, CITY OF GREAT FALLS, MONTANA, AND CRAIG RAYMOND, SECRETARY OF SAID GREAT FALLS PLANNING BOARD, DO HEREBY CERTIFY THAT THE ACCOMPANYING PLAT HAS BEEN SUBMITTED TO THE SAID GREAT FALLS PLANNING BOARD, FOR THE EXAMINATION BY THEM AND WAS APPROVED AT ITS REGULAR MEETING HELD ON THE \_\_\_\_\_, DAY OF\_\_\_\_\_\_, 2021.

DAVE BERTULSON, CHAIR GREAT FALLS PLANNING BOARD

CRAIG RAYMOND, SECRETARY GREAT FALLS PLANNING BOARD



AREA IN LOTS (TOTAL): 1.542 ACRES AREA IN PARKS: O ACRES TOTAL AREA: 1.542 ACRES

# CERTIFICATE OF AVAILABILITY OF MUNICIPAL

I, GREGORY T. DOYON, CITY MANAGER OF THE CITY OF GREAT FALLS, MONTANA, DO HEREBY CERTIFY THAT THE THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, AT ITS REGULAR MEETING HELD ON THE\_\_\_\_\_, DAY OF\_\_ FOUND THAT ADEQUATE MUNICIPAL FACILITIES FOR THE SUPPLY OF WATER AND DISPOSAL OF SEWAGE AND SOLID WASTE, ARE AVAILABLE TO THE LOTS DEPICTED ON THIS PLAT. THIS CERTIFICATION IS MADE PURSUANT TO 76-4-125(1)(d) M.C.A..

GREGORY T. DOYON, CITY MANAGER CITY OF GREAT FAILS, MONTANA

# **CERTIFICATE OF SURVEYOR:**

I, MARK LEO, PROFESSIONAL ENGINEER AND LAND SURVEYOR, MONTANA REGISTRATION NUMBER 12920 ES, DO HEREBY CERTIFY THAT DURING THE MONTHS OF JANUARY AND FEBRUARY 2021, THAT I PERFORMED, OR IT WAS PERFORMED UNDER MY DIRECT SUPERVISION, THE SURVEY THAT THE ACCOMPANYING MAP REPRESENTS AND THAT THIS SURVEY IS IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN 76-3-402 AND 403, M.C.A., AND THAT THE MONUMENTS FOUND AND SET ARE OF THE CHARACTER AND OCCUPY THE POSITIONS SHOWN

DATED THIS\_\_\_\_\_\_ DAY OF\_\_\_\_\_\_, 2021.

MARK LEO, PROFESSIONAL ENGINEER AND LAND SURVEYOR, MT LICENSE NUMBER 12920ES

### BASIS OF BEARING

THE BEARING SOURCE FOR THIS SURVEY IS BASED ON AN RTK GPS AUTONOMOUS POSITION. THE BEARINGS PRODUCED ARE CONSIDERED GEODETIC NORTH AND ARE AS SHOWN ON THE ACCOMPANYING MAP.

IT IS NOT THE INTENT OF THIS SURVEY TO SHOW ALL EASEMENTS THAT MAY AFFECT THE SUBJECT OR ADJACENT PROPERTIES. NO TITLE REPORT HAS BEEN FURNISHED TO THE SURVEYOR AND NO SEARCH OF THE PUBLIC RECORDS FOR ANY OR ALL EASEMENTS THAT MAY AFFECT THE SUBJECT OR ADJACENT PROPERTIES HAS BEEN PERFORMED BY THE SURVEYOR. THEREFORE EASEMENTS OF RECORD MAY EXIST AND MAY NOT BE SHOWN ON THE ACCOMPANYING MAP.



SHEET TITLE: 10TH STREET BI	RIDGE MIN	OR SUBDI	VISION
FIELD WORK COMPLETION:  1-28-21	JOB NO./DRAWING 21N-F		SHEET:
MONUMENTS SET:	DRAFTED BY:	DRAWING DATE: 3-4-21	<b>/</b> 1

1324 13th Ave. SW P.O. BOX 3625 GREAT FALLS, MT 59403 (406)727-2185 OFFICE (406)727-3656 FAX

RECORDING STAMP

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

10th Street Bridge Minor Subdivision, a tract of land situated in Government Lot 5 located in Section 1, Township 20 North, Range 3 East, PMM, City of Great Falls, Cascade County, MT. (PREPARED IN RESPONSE TO 76-3-608(3) MCA)

#### PRIMARY REVIEW CRITERIA:

Effect on Agriculture and Agricultural Water User Facilities: The minor subdivision is located on River Drive North between the 9th Street North Bridge and the old 10th Street Bridge. The property is currently open space and zoned Parks and Open Space. The parcel abuts a vacant parcel to the north, which is proposed to be subdivided and developed. To the east is the remaining public right—of—way that previously connected to the 10th Street Bridge. Adjacent to the site is the Missouri River Diner and the old Falls Construction yard. Due to existing and proposed development, the proposed minor subdivision will not interfere with any agricultural irrigation system or present any interference with agricultural operations in the vicinity.

Effect on Local Services: The lot to be subdivided is vacant and will be a part of a land swap to allow the City to acquire a parcel along the Missouri River for a future trail connection to the 10<sup>th</sup> Street Bridge. It is currently used as open space with a portion of the River's Edge Trail running along River Drive. There is a sewer main that runs through the parcel, but the main will not be disturbed and the parcel is proposed to be used for a parking lot for the development to the north. This construction of the parking lot to cover the sewer main has been approved by the Public Works Department, and an easement for the sewer will remain to allow for any future maintenance to the main.

The property proposed for this subdivision is also currently receiving law enforcement and fire protection service from the City of Great Falls, and the subdivision does not propose any changes to the current services.

**Effect on the Natural Environment:** The property is considered contaminated by Montana DEQ and covenants will be placed upon the parcel to be created. The covenants will restrict development for residential use. Since the proposal is for the construction of a parking lot for commercial use, the construction will not be deep enough to adversely affect the soils or violate the covenants required by DEQ. The parking lot will be considered in the calculations for stormwater quality and quantity on the development parcel to the north and must comply with all requirements for the City.

**Effect on Wildlife and Wildlife Habitat:** The subdivision is surrounded by existing development with commercial buildings to the east, proposed development to the north and major street systems to the south and west. 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 subdivision does not create any abnormal natural hazards nor potential man-made hazards. The subdivision itself will

not have a negative effect on Public Health and Safety. As noted above, the parcel being created will be accompanied by a restrictive covenant that does not allow for residential development. Although the parking spaces proposed for the parcel will be predominantly used by the proposed bank development, the parking spaces will also allow the public to have additional trail access as well as access to the repurposed 10<sup>th</sup> Street Bridge. This is a positive public health impact.

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

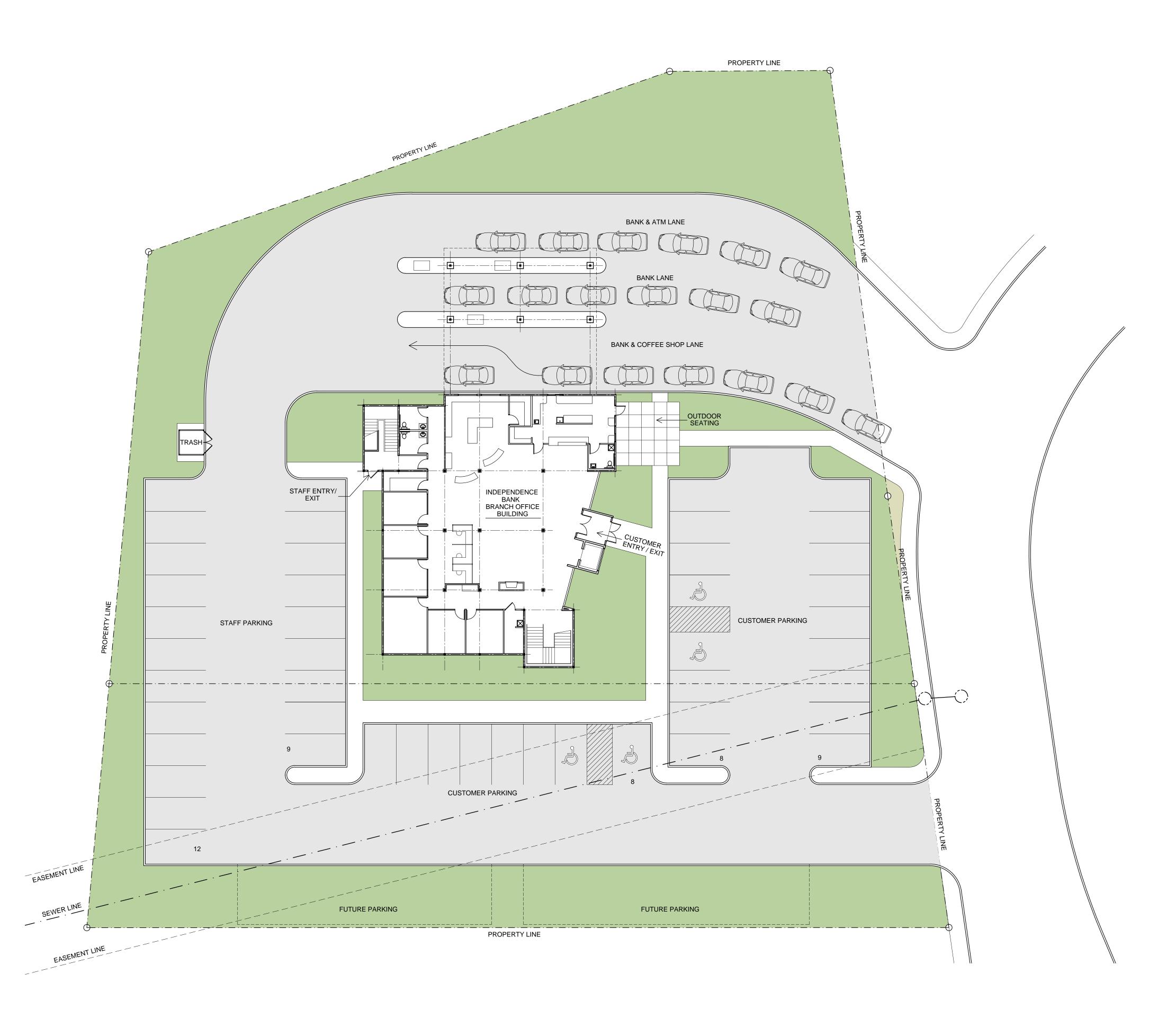
The subdivision meets the requirements of the Montana Subdivision and Platting Act and the surveying requirements specified in the Uniform Standards for Monumentation and conforms to the design standards specified in the local subdivision regulations. The local government has complied with the subdivision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

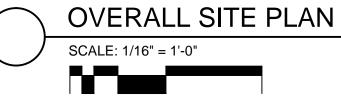
#### **EASEMENT FOR UTILITIES**

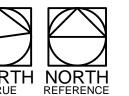
The proposed plat will be reviewed by City Utilities Staff to determine any necessary utility easements. As noted above, the existing sanitary sewer main will be protected with an easement allowing City access.

#### **LEGAL AND PHYSICAL ACCESS**

Legal and physical access to the proposed subdivision is existing from the remaining right-of-way from the 10th Street Bridge which connects to River Drive North at the southeast corner of the site.







# ZONING REQUIREMENTS

LEGAL DESCRIPTION:

**ZONING & LAND USE:** 

"M-2" - MIXED USE TRANSITIONAL

PROPERTY ADDRESS:

1001 RIVER DRIVE NORTH

LOT ACREAGE:

1.221 ACRES OR 53,207 SF

### **BUILDING SQ.FT.:**

	OCCUPIED	UN-OCCUPIED	TOTAL
MAIN FLOOR	5,097 SF	505 SF	5,602 SF
SECOND FLOOR	4,370 SF	1,232 SF	5,602 SF
THIRD FLOOR	5,097 SF	505 SF	5,602 SF
TOTAL	14,564 SF	2,242 SF	16,806 SF

### **BUILDING COVERAGE.:**

5,602 SF DIVIDED BY 53,207 SF = 0.105 or 10.5 %

### SETBACKS:

	REQUIRED	ACTUAL
FRONT YARD SETBACK:	NONE	
SIDE YARD SETBACK:	5'-0"	
REAR YARD SETBACK:	10'-0"	
SIDE YARD SETBACK:	5'-0"	

### PARKING REQUIREMENTS:

REQUIRED: BANKS

1 STALL PER 300 GROSS SF

14,564 SF DIVIDED BY 300 = 37 STALLS OCCUPIED SF 16,806 SF DIVIDED BY 400 = 42 STALLS **GROSS SF** 

PROVIDED:	OCCUPIED SF	GROSS SF
STANDARD PARKING STALLS	42	
ACCESSIBLE PARKING STALLS	4	
TOTAL PARKING STALLS	46	

# LANDSCAPE REQUIREMENTS:

15 % (0.15) OF TOTAL LOT AREA REQUIRED 53,207 SF x 0.15 = 7,981 SF

PROVIDED:

TOTAL LANDSCAPE AREA

17,933 SF DIVIDED BY 53,207 = 0.337 OR 33.7 %

# **GENERAL NOTES**

- 1. ACTUAL FINISHED FLOOR OF PROPOSED BUILDING TO BE 100.0'
- 2. SEE ALL DRAWINGS FOR INFORMATION RELATING TO SITE DEVELOPMENT, SITE GRADING, SITE UTILITIES, ASPHALT PAVING, CONCRETE CURBS & APRONS, CONCRETE DRIVES, AND CONCRETE SIDEWALKS, ETC.
- 3. SEE MECHANICAL & ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION
- 4. ALL CONCRETE CURB-CUTS, CURBS & APRONS, SIDEWALKS, AND DRIVES TO TO MEET THE MDT & CITY OF GREAT FALLS BUILDING STANDARDS.
- 5. ALL FINAL PARKING LOT STRIPPING TO BE COORDINATED WITH OWNER PRIOR TO APPLICATION.
- 6. SEE STRUCTURAL DRAWINGS & SPECIFICATIONS FOR CONTROL JOINT & EXPANSION JOINT LOCATIONS IN NEW CONCRETE SITE ELEMENTS.

# LEGEND



LANDSCAPE - INSIDE PROPERTY



LANDSCAPE - OUTSIDE PROPERTY

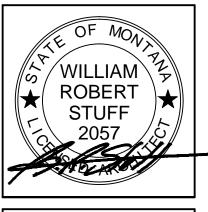
design

Agenda #14.

architecture

Z

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### COPYRIGHT ALL RIGHTS RESERVED

Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law statutory and other reserved

rights, including copyrights.

FALLS, MONTANA

GREAT

INDEPENDENCE BANK BRANCH OFFICE BUILDING

	Project Info.					
	Project No.	19FAD38				
	Date	Feb. 22, 2021				
	Revisions					
	Drawn By	WRS				

Sheet Title overall site plan

Sheet Number A1.00

#### **EXCHANGE AGREEMENT**

This Exchange Agreement (Agreement) is entered into by and between the City of Great Falls, a municipal corporation organized and existing under the laws of the State of Montana, of P.O. Box 5021, Great Falls, Montana 59403 (City), and Independence Bank, 101 River Drive North, Suite 201, Great Falls, Montana, 59401 (Bank), and provides as follows:

#### **RECITALS**

1. The City is the owner of certain real property (City Property) in the City of Great Falls, which is anticipated to be subdivided from a larger parcel and will be described as follows:

Lot 1 of the 10th Street Bridge Minor Subdivision, a tract of land situated in Government Lot 5 of Section 1, T20N, R3E P.M.M. City of Great Falls, Cascade County, Montana

Generally depicted on Exhibit A, which is attached to and incorporated into this Agreement.

2. The Bank is the owner of certain real property (Bank Property), which is anticipated to be subdivided from a larger parcel and will be described as follows:

Lot 2 of the Independence Bank Minor Subdivision, being Tract 2 of Certificate of Survey No. S-0004016, located in Government Lot 5 of Section 1, T20N, R3E P.M.M. City of Great Falls, Cascade County, Montana

Generally depicted on Exhibit B, which is attached to and incorporated into this Agreement.

- 3. The City desires to obtain the Bank Property from the Bank, and the Bank desires to obtain the City Property from the City.
- 4. The City is authorized pursuant to Sections 3.04.010 through 3.04.050 of the Official Code of the City of Great Falls (OCCGF) to exchange the City Property for the Bank Property and is agreeable to such exchange, subject to the terms and conditions of this Agreement.

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#### **AGREEMENT**

Now, therefore, for good and valuable consideration, the parties agree as follows:

- 1. <u>Exchange</u>. Subject to approved subdivision of the above-described properties by the City Commission:
  - a. Upon the closing date set out in Section 4(a) of this Agreement, the City agrees to convey to Bank all of the City's interest in the City Property, together with easements and other appurtenances thereto.
  - b. Upon the closing date set out in Section 4(a) of this Agreement, Bank agrees to convey to the City all of the Bank's interest in the Bank Property, together with all easements and other appurtenances thereto.
- 2. <u>Consideration</u>. Each party's Real Property that is subject to this Agreement has been valued to be like kind with equal or greater value of approximately \$65,000. Each party accepts such valuation and consideration.
- 3. <u>Title Contingency</u>. The parties' respective obligations to exchange are contingent upon their review and approval of a preliminary title commitment concerning the property which each party is to acquire under this Agreement. If either party's review of the preliminary title commitment for the property which it is to acquire discloses any condition that is unacceptable to such party, not including an interest or easement to be reserved under this Agreement or any encumbrances or liens to be discharged through the closing of the transaction anticipated herein, the objecting party shall give written notice of said condition to the other party on or before 30 days from the date the objecting party receives the preliminary title commitment. If a party fails to provide such notice to the other by such date, then this contingency shall be deemed waived by the party failing to give notice. Upon receipt of written notice of an unacceptable condition, the receiving party shall have 15 days to advise the objecting party in writing whether it will agree to remedy the noted condition. If the receiving party elects to remedy the objection, the transaction shall proceed to closing, however the receiving party shall have an additional 90 days from the specified closing date to affect the remedy, if necessary. If the receiving party elects not to remedy the objection, the parties' obligations to exchange shall be terminated and this Agreement will have no further force or effect.

#### 4. Closing.

- a. Date and Place of Closing. The closing shall take place no later than \_\_\_\_\_\_ days following the execution of this Agreement by all parties at Chicago Title, 101 River Drive N., Great Falls, Montana 59401 (the Closing Agent). The parties shall deposit with the Closing Agent all monies and executed documents as necessary to complete the transaction as anticipated by this Agreement.
- b. *Closing Costs*. The parties agree to pay an equal share of all charges of the Closing Agent related to this Agreement. Each party shall pay the recording charges for the deed to the

property it is to receive, and for the costs of their respective real estate agents, attorneys, inspectors, or other representatives. Other closing costs shall be paid as otherwise set forth in this Agreement.

- 5. <u>Prorations</u>. The City and Bank agree to prorate taxes, special improvement assessments for the current tax year, permit fees, water and sewer charges, irrigation assessments, maintenance fees, and any other pre-paid charges concerning the respective properties, as are applicable, as of the date of closing. If the current year's taxes are not known, Bank and the City agree that the previous year's tax assessment or an estimated amount can be used to base the pro-ration.
- 6. <u>Conveyance</u>. Each party shall convey the Property each is to convey under this Agreement by Warranty Deed, free of all liens and encumbrances except those described in the title insurance commitment as approved by the other party.
- 7. <u>Title Insurance</u>. Each party shall purchase for the benefit of the other party an American Land Title Association (ALTA) Standard Coverage Owners Title Insurance Policy (as evidenced by a standard form ALTA title insurance commitment) in an amount equal to the value of the property it will convey to the other.
- 8. <u>Possession and Risk of Loss</u>. Each party shall deliver possession and occupancy of the property it is to convey to the other party upon the closing date, after all exchange documents are delivered. All loss or damage to any of the property, subject of this Agreement, by any cause is assumed by the respective owners of the property through the time of closing, unless otherwise specified.
- 9. Environmental Laws. The term "Environmental Laws" shall be defined as any statute, regulation, ordinance or policy issued by any governmental authority, whether federal, state, county or local, that pertains to the environment or to public health, including but not limited to PCB leaks. Each party agrees to indemnify, defend and hold the other harmless from and against any and all claims, including demands, damages, liabilities and costs, actions, orders, expenses, settlements, fines, penalties, attorneys' fees, expert witnesses and consultants, and other litigation expenses arising out of a breach or violation of any Environmental Law in any way connected with, each party's use and or occupation of its Real Property prior to closing. City's indemnification is subject to the limitations of Mont. Code Ann. §2-9-108. This indemnification shall survive the end of this Agreement and shall inure to the benefit of each party, its representatives, successors, agents and assigns.

#### 10. Disclosures

a. *Megan's Law*. In accordance with Title 46, Chapter 23, Part 5 of the Montana Code Annotated certain individuals are required to register their address with local law enforcement agencies as part of Montana's Sexual or Violent Offender Registration Act. Information may be obtained on these registrations by contacting the local county sheriff's office, the Montana Department of Justice in Helena, Montana, and probation officers assigned to the area.

- b. *Noxious Weeds*. Each party represents to the other that noxious weeds exist or may exist on the property that is the subject of this Agreement. Each party further notifies the other that it is unlawful for any person to permit any noxious weed to propagate or go to seed on the person's land, except that any person who adheres to the noxious weed management program of the person's weed management district or who has entered into and is in compliance with a noxious weed management agreement is considered in compliance with the law.
- c. Water Right Ownership Update Disclosure. By Montana law, failure of the parties at closing or transfer of real property to pay the required fee to the Montana Department of Natural Resources and Conservation for updating water right ownership may result in the transferee of the property being subject to a penalty. Additionally, in the case of water rights being exempted, severed, or divided, the failure of the parties to comply with § 85-2-424, MCA, could result in a penalty against the transferee and rejection of the deed for recording.
- 11. <u>Anticipated 1031 Exchange</u>. The parties acknowledge that Independence Bank anticipates completing a tax-deferred exchange transaction pursuant to Section 1031 of the Internal Revenue Code and Section 1.1031 of the Treasury Regulations. The parties agree that all of Independence Bank's rights, title and interest under this Agreement may be assigned to a qualified intermediary or exchange facilitator, if necessary, and this Agreement is part of an integrated, interdependent exchange agreement. The parties further agree they will cooperate with the qualified intermediary or exchange facilitator by executing the documents necessary to complete the parties' 1031 exchange transaction.
- 12. <u>Entire Agreement and Modifications</u>. This Agreement supersedes all prior agreements, contracts, and understandings between the parties. It may not be modified or terminated orally. No modification, termination, or attempted waiver shall be valid unless in writing signed by the party against whom the same is sought to be enforced.
- 13. <u>Time</u>. Time is of the essence in this Agreement and all clauses herein. Provided, that in the event an act is required to occur upon a Saturday, Sunday, or Legal Holiday, that said act may be performed on the next business day.
- 14. <u>Assignment</u>. This Agreement is binding upon the parties, their respective representatives, agents, successors, and assigns.

#### 15. Remedies.

- a. *Bank's Remedies*. If the City refuses or neglects to consummate the transaction within the time period provided in this Agreement, Bank may demand that the City specifically perform the City's obligations under this Agreement, or demand monetary damages from the City for the City's failure to perform the terms of this Agreement.
- b. *City's Remedies*. If Bank refuses or neglects to consummate the transaction within the time period provided in this Agreement, the City may demand that Bank specifically perform

Bank's obligations under this Agreement, or demand that Bank pay monetary damages for Bank's failure to perform the terms of this Agreement.

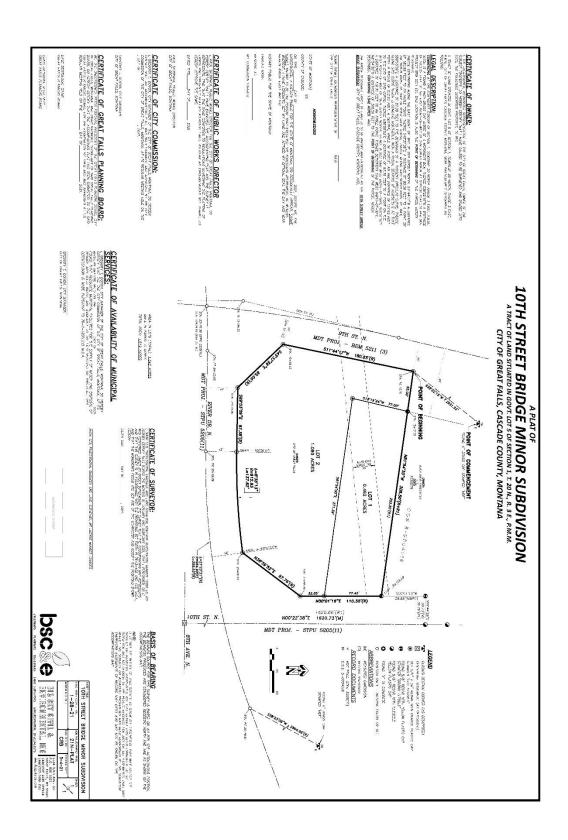
- 16. <u>Fees and Costs</u>. In the event of a dispute between the parties concerning the terms and provisions of this agreement, the party prevailing in such dispute shall be entitled to collect from the other party all costs incurred in such dispute, including reasonable attorney's fees.
- 17. Controlling Law. This Agreement shall be interpreted under the laws of the State of Montana.
- 18. <u>Interpretation</u>. This Agreement has been reviewed by both parties, each of whom has had the opportunity to consult with independent counsel regarding it and has done so to the extent that such party desired. No stricter construction or interpretation of the terms hereof shall be applied against either party as the drafter hereof.
- 19. <u>Electronic and Counterparts</u>. The parties agree that an electronic copy, which contains the parties' respective signatures, shall be considered an original. Further, this Agreement may be executed in counterparts, each of which when taken together shall constitute a fully executed Agreement.

DATED this, 202	l.
CITY OF GREAT FALLS, MONTANA	
By Gregory T. Doyon, City Manager	
ATTEST:	
	(Seal of the City)
Lisa Kunz, City Clerk	
APPROVED AS TO FORM:	
By	
Sara R. Sexe, City Attorney	
INDEPENDENCE BANK	

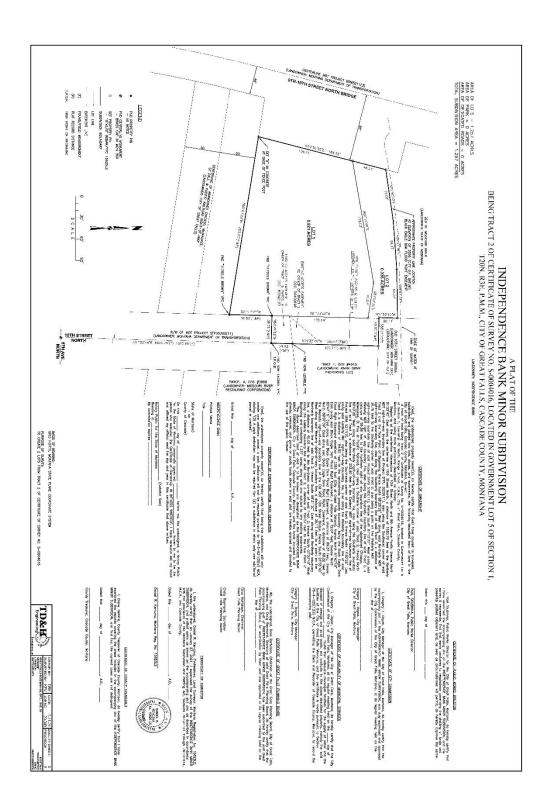
Agenda	#14.
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By	 	
Print Name		
Print Title		

#### EXHIBIT "A"



#### EXHIBIT "B"





Commission Meeting Date: April 6, 2021

#### CITY OF GREAT FALLS COMMISSION AGENDA REPORT

**Item:** Resolution 10393 to adopt the City of Great Falls Montana Wayfinding Plan

and approve the Memorandum of Understanding

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

**Initiated By:** Great Falls Planning and Community Development Department and Great

Falls Downtown Development Partnership

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

**Action Requested:** City Commission adopt Resolution 10393 and approve the Memorandum of

Understanding.

#### **Suggested Motion:**

#### 1. I. Commissioner moves:

"I move that the City Commission (adopt/not adopt) Resolution 10393;" and,

#### II. Commissioner moves:

"I move that the City Commission (approve/not approve) the Memorandum of Understanding."

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

#### **Staff Recommendation:**

Staff recommends adoption of Resolution 10393 and approval of the Memorandum of Understanding.

#### **Summary:**

On November 15, 2019, the City of Great Falls and the Great Falls Business Improvement District (BID) applied for a Montana Main Street Grant to fund the development of a Wayfinding Plan. A Wayfinding Plan has been listed as a community goal in such documents as the City of Great Falls Downtown Master Plan and the Downtown Urban Renewal Plan. The Montana Main Street grant was awarded to the City of Great Falls on February 5, 2020. The Wayfinding Plan was delivered by the consultant on December 1, 2020.

#### **Background:**

A wayfinding plan has been a community goal for several years. Establishing a wayfinding plan was listed as a goal in the 2012 City of Great Falls Downtown Master Plan, the 2013 City of Great Falls

Page 1 of 3

Growth Policy Update, and the 2020 Downtown Urban Renewal Plan. Several attempts over the years were made to secure funding for creating a wayfinding plan for the City.

With the hopes of being awarded the Main Street grant, the BID released a Wayfinding Plan RFP on October 18, 2019. The award of the Main Street grant on February 5, 2020, allowed the City and the BID to move forward with the project. The Wayfinding Plan contract was awarded to Cushing Terrell on March 9, 2020. Over the course of the spring and summer of 2020, the Core Team, consisting of the consultant, the BID, and City Planning and Community Development staff, worked to complete the Wayfinding Plan. A Steering Committee and a Stakeholder's Group were formed in order to receive input from larger, more diverse groups. The Core Team also sought public participation in the process by asking them to pinpoint destinations they felt were important to the community and participate in a scavenger hunt in order to bring awareness to the planning effort without encouraging large public outings during the Covid-19 pandemic.

The Wayfinding Plan is essential to connect people travelling to Great Falls to the historic downtown and to the surrounding cultural, natural and recreational amenities. By providing prominent, appealing signage, many who would otherwise simply travel through Great Falls or those who are not familiar with the area, will learn about the services, destinations and points of interest that are available. There are five goals included in the Wayfinding Plan. They include: 1) Establish clear and consistent citywide signage geared toward vehicles and pedestrians that connect residents and visitors with downtown Great Falls and the area's cultural, natural, and recreational amenities, 2) To incorporate elements from existing logo/branding effort into the sign design, 3) To incorporate a variety of signs that reinforce a "sense of place and identity"- providing visitors and residents with an understanding of where to find existing amenities and destinations, 4) Develop signs that add to a Great Falls aesthetic without creating clutter or discord, and 5) Ensure signs comply with all applicable local, state, and federal sign regulations.

The City of Great Falls Wayfinding Plan incorporates 58 motorists signs, 20 pedestrian signs, and up to 10 kiosks in order to inform and direct the public to places of interest within the City of Great Falls. The design aesthetic of the signs endeavor to incorporate the unique aspects of the Falls of the Missouri River and the River itself, which are also meant to represent fluid motion/movement and forward-looking mentality of the community of Great Falls. The majority of the signs will have at least one destination toward the downtown business district. Other destinations will include not-for-profit organizations such as museums, galleries, the University of Providence Great Falls, and city attractions such as the Civic Center and prominent parks. The Wayfinding Plan is not mean to incorporate private business or commercial endeavors. If destinations wish to be included in the future, an amendment to the plan will be required.

The City prepared a Memorandum of Understanding (MOU) with the Downtown Development Partnership (DDP) which covers both the initial installation of the wayfinding signs along with the long-term maintenance of the wayfinding signage. The DDP has agreed to be responsible for the initial implementation and installation of the 53 motorist signs within the city limits, 20 pedestrian signs, and up to 10 possible kiosks. Kiosks are designed to be larger signs with more information than just directional information. Any kiosks that are proposed to be installed on City/public property must not be electronic. Kiosk signs can, however, provide digital QR codes that will allow users to access digital content on their phones or tablets. The Plan does call for 5 signs to be placed outside the City limits but the MOU does not cover those signs. The DDP will be responsible for working with Cascade County and/or any other governing authorities to install and maintain those signs. They have also agreed to the maintenance of the installed signage for the first life cycle, ordinarily considered to be 7-10 years after

Page 2 of 3

the first installation of the signs. Once the signs' first life-cycle has expired, the City and the DDP will inspect the signage and determine if they are ready for replacement. If it is determined that the signs are ready for replacement, the City will take on long-term maintenance for the signs. The City does reserve the right to refuse to replace individual signs if it determines that they are in a damaged condition, not simply in need of replacement, and/or otherwise unacceptable. The City has agreed to be the owners of the signs upon installation. All applicable federal, state, and local sign codes will be adhered to.

#### **Fiscal Impact:**

While a small portion of Public Works budget will be impacted for long-term maintenance and installation after the first life-cycle of the signs, the hope is that the Wayfinding signs, once installed, will provide a boost to the economic development of the City which will have a net positive for the City.

The DDP is planning to request monies utilizing Tax Increment Financing (TIF) in order to fund the installation of any sign within, or directing towards, a TIF district. This funding, if approved, would account for 41 of the 53 motorist signs and all 20 pedestrian signs. Two to four kiosks could also be eligible for TIF funding depending on the location of installation. Any signs that are not within a TIF district will be funded by grants or community partners. Once the City takes over responsibility of the signs, TIF funds will most likely be sought to repair and replace whenever and wherever possible. If a sign outside a TIF district does not receive funding from either grants or community partners, that sign will not be installed, according to the proposed MOU.

#### **Alternatives:**

The City Commission could choose not to adopt Resolution 10393 or not to approve the Memorandum of Understanding.

#### **Concurrences:**

The City's Planning and Community Development Department has worked extensively with the Public Works Department including the Street Division to ensure the signs will be maintained over the long-term through the proposed MOU.

#### **Attachments/Exhibits:**

Resolution 10393 Wayfinding Plan Memorandum of Understanding

Page 3 of 3

#### **RESOLUTION 10393**

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, TO ADOPT THE CITY OF GREAT FALLS MONTANA WAYFINDING PLAN, REFERRED TO AS THE WAYFINDING PLAN

\* \* \* \* \* \* \* \* \* \*

**WHEREAS,** the development and implementation of a Wayfinding Plan has been a long time community goal, as outlined in adopted policy documents such as the *City of Great Falls Downtown Master Plan* and the *City of Great Falls Growth Policy Update*; and

WHEREAS, the City of Great Falls and the Great Falls Business Improvement District have partnered together to apply for and receive a Montana Main Street Grant in the amount of \$15,000 to create a Wayfinding Plan; and,

**WHEREAS,** the Great Falls Business Improvement District and the City of Great Falls, together with their consultant, Cushing Terrell, referred to as the Steering Committee, have worked together to finalize the Wayfinding Plan; and,

**WHEREAS,** the Steering Committee engaged the public for comments and suggestions over the course of the design period; and,

**WHEREAS,** the Wayfinding Plan aims to create and install 58 motorist signs, 20 pedestrian signs, and up to 10 kiosks in order to inform and direct the public to places of interest within the City of Great Falls; and,

**WHEREAS**, the Wayfinding Plan is meant to direct the public to civic amenities and not-for-profit enterprises such as museums and galleries, or general commercial centers, and not for private commercial enterprises; and,

**WHEREAS,** a Memorandum of Understanding has been prepared between the City of Great Falls and the Downtown Development Partnership regarding implementation and long-term maintenance of the signage outlined in the Wayfinding Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, that the Wayfinding Plan for the City of Great Falls is hereby adopted.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on April 6, 2021.

	Bob Kelly, Mayor	
ATTEST:		
Lisa Kunz, City Clerk		
, <b>,</b>		
(SEAL OF CITY)		
APPROVED FOR LEGAL CONTENT:		
Sara R. Sexe, City Attorney	_	







# CITY OF GREAT FALLS WAYFINDING PLAN

NOVEMBER 2020

# **Acknowledgments**

**Wayfinding Plan Core Team** 

Joan Redeen Community Director,

Great Falls Business Improvement District

Brad Eatherly Planner, City of Great Falls

**Wayfinding Plan Steering Committee** 

Kellie Pierce Downtown Great Falls Association

Kristi Scott Great Falls Museum Consortium

Rebecca Engum Great Falls Tourism

Bruce Pollington River's Edge Trail

**Brett Doney** Great Falls Development Authority

Shane Etzwiler Great Falls Chamber of Commerce

Alex Sholes Montana Fish Wildlife & Parks

Charity Yonker Cascade County

Jim Wingerter Montana Department of Transportation **Wayfinding Plan Stakeholder Group** 

Great Falls Public Library Susie McIntyre

Shyla Patera North Central Independent Living,

GF Transit Board

**Great Falls Transit** Jim Helgeson

John Turner Malmstrom Air Force Base

Kim Skornogoski Building Active Communities initiative,

Great Falls Public School Board

City of Great Falls Andrew Finch

John Juras Great Falls Bicycle Club

Oliver Doyle &

Kylie Koranza University of Providence

Bob Kelly Mayor, Great Falls

Jane Weber Cascade County Commissioner

Jim Wingerter Montana Department of Transportation



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## 1.0

# **Project Background**

# **Overview & Project History**

The Great Falls Wayfinding Plan provides a vision and strategy for the community to implement a citywide sign program. The plan includes all of the information needed to implement and install signs as soon as funding and permits are secured. Funding for the development of this plan was obtained through a grant from the Department of Commerce's Montana Main Street Program, the Downtown Tax Increment Financing (TIF) District, the WestBank Landing Tax Increment Financing (TIF) District, the Great Falls Business Improvement District (BID), Visit Great Falls, the Downtown Development Partnership (DDP), the Downtown Great Falls Association (DGFA), Great Falls Development Authority (GFDA) and the Great Falls Area Chamber of Commerce.

A comprehensive wayfinding program is essential to connect people traveling to Great Falls to the historic downtown and to the surrounding cultural, natural and recreational amenities. By providing prominent, appealing signage, many who would otherwise simply travel through Great Falls or those who are not familiar with the area, will learn about the services, destinations and points of interest that are available.

# **Existing Plan Review**

- 2011 City of Great Falls Downtown Master Plan
- 2011 West Bank Master Plan
- 2012 Great Falls Brand Report
- 2013 Downtown Access, Circulation & Streetscape Plan

- 2013 City of Great Falls Growth Policy
- 2016 Great Falls Parks & Recreation Master
- 2018 Long Range Transportation Plan

The plan was created in three phases: assess, explore and apply.

During each phase, emphasis was placed on public engagement and collecting feedback from the Steering Committee.

# **Wayfinding Plan Goals**

- Establish clear and consistent citywide signage geared toward vehicles and pedestrians that connect residents and visitors with downtown Great Falls and the area's cultural, natural and recreational amenities.
- 2. Incorporate elements from existing logo/branding effort into the sign design.
- 3. Incorporate a variety of signs that reinforce a 'sense of place and identity' providing visitors and residents with an understanding of where to find existing amenities and destinations.
- 4. Develop signs that add to a Great Falls aesthetic without creating clutter or discord.
- 5. Ensure signs comply with all applicable local, state and federal sign regulations.

# What is Wayfinding

Wayfinding is a method to help people get from one location to another. It is an information system that guides people through a physical environment and enhances their understanding and experience of the space or area. A wayfinding program includes the signage, maps, symbols, colors, and other elements that are created for a specific place.

In general, a wayfinding plan considers local amenities, identifies a series of key decision points throughout the local area, and strategically places signs in locations so that the public can travel safely and efficiently from one destination to the next. Many of the signs proposed in this plan are directional in nature and are meant to guide the traveling public throughout the plan area. Signs can also be informative and include maps, text and historic context for the area.



# How to use this plan

This plan provides guidance on sign placement, sign content, and design and construction specifications. While care was taken to create a comprehensive wayfinding program, like many planning documents, a wayfinding plan functions best when it is reviewed and updated on a regular basis. This plan should be periodically updated as destinations change and the needs of the community shift.

Refer to the sign location map and sign schedule for location and design information needed to complete any necessary permit process.

Construction drawings are used to communicate with a sign fabricator for bids and during sign construction.

Construction drawings were created for four sign types listed below and are found in the appendix.

- Motorist Directional Sign
- Pedestrian Directional Sign
- Pedestrian Directional Totem
- Pedestrian Informational Kiosk

Updates can be made to specific plan elements without recreating the entire plan or redesigning the signs. For example, primary destinations can be added or removed to the list and new sign locations can be added to or removed from the sign schedule over time.

#### **Additional Plan Elements**

#### **Amenity Map**

The amenity map includes a comprehensive inventory of the destinations, amenities and attractions located within Great Falls.

Compiled through a significant public outreach effort, these locations include educational institutions, medical facilities, civic and governmental buildings, natural sites, museums, historic attractions, sports and entertainment venues, transportation hubs, parks, trails, and other recreational destinations.

The locations found on this map may change as destinations evolve and are added to Great Falls over time.

#### **Primary Destination List**

The destinations selected for the primary destination list were chosen due to their significance in the community. The sign program was created around these destinations. Significant destinations were selected in the following categories

#### **Primary Destination Categories**

- Downtown
- Natural Sites
- Sports & Entertainment Venues
- Educational Institutions
- Transportation Hubs
- Civic Government services
- City Parks & Recreation

#### Sign Schedule

The sign schedule outlines the details for each sign proposed in the wayfinding program. The schedule assigns each sign a number, defines the sign type, and provides directional elements and destination content for each sign. In addition, the Sign Schedule identifies the proposed location for the sign through a written description and photos.

#### **Location Maps**

The sign location maps visually depict the proposed locations for each sign in the wayfinding program. The signs are numbered and correspond to the numbers found on the sign schedule.



# **Primary Destinations**

The following destinations were identified by the Stakeholders group as primary to the Great Falls community, and guide the basis of the wayfinding plan.

#### **DOWNTOWN:**

Historic Downtown
Great Falls Visitor's Center (Chamber)\*
Civic Center / Mansfield Theater

#### **NATURAL SITES:**

Black Eagle Falls, Memorial Island and Dam Giant Springs State Park Rainbow Falls and Dam

#### **MUSEUM/HISTORY:**

CM Russell Museum Complex
Children's Museum of Montana
First Peoples Buffalo Jump State Park
Galerie Trinitas
Lewis & Clark National Historic Trail Interpretive Center
Malmstrom Air Force Base Museum & Air Park
Paris Gibson Square Museum of Art
The History Museum
Ursuline Centre

#### **SPORTS & ENTERTAINMENT VENUES:**

Centene Stadium Montana ExpoPark & Four Seasons Arena Multi Sports Complex Siebel Soccer Fields

#### **TRANSPORTATION HUBS**

Airport Bus Transit Transfer Station North Parking Garage South Parking Garage

#### **EDUCATIONAL INSTITUTIONS:**

University of Providence Great Falls College - MSU

#### **CIVIC GOVERNMENT SERVICES:**

Cascade County Courthouse Montana Fish Wildlife & Parks US District Court Public Library Cemetery (ies)

#### **POPULAR CITY PARKS & RECREATION:**

Broadwater Bay Park
Overlook Park
Electric City Water Park
Elks Riverside Park
Gibson Park
Golf Courses:

- Eagle Falls Golf Club
- Anaconda Hills Golf

Jaycee Park & Pool
Oddfellows Park
River's Edge Trail / Caboose Trailhead
Weissman Walking Bridge
10th Street Walking Bridge
Wadsworth Park
West Bank Park

<sup>\*</sup> The Great Falls Visitor's Center (Chamber) is potentially changing locations but was ultimately included using the existing location

# **Plan Area**

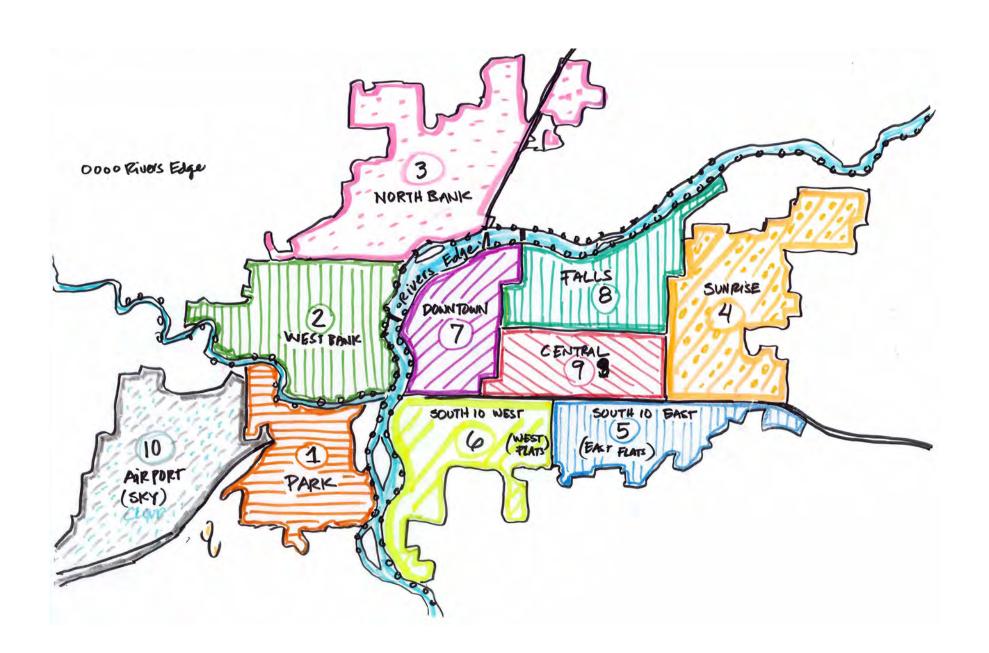
# **Cascade County**

Sign locations were identified outside city limits in Cascade County. Additional consideration from the Cascade County Commission and Planning Department is needed before installation is completed.

# **City of Great Falls**

The Great Falls Wayfinding plan is a citywide plan.

Destinations and sign locations have been identified throughout the city. It is important to note that the City is divided into nine Neighborhood Council areas. Future Wayfinding efforts and planning could be completed within each neighborhood to help define neighborhood identify and to highlight additional amenities.



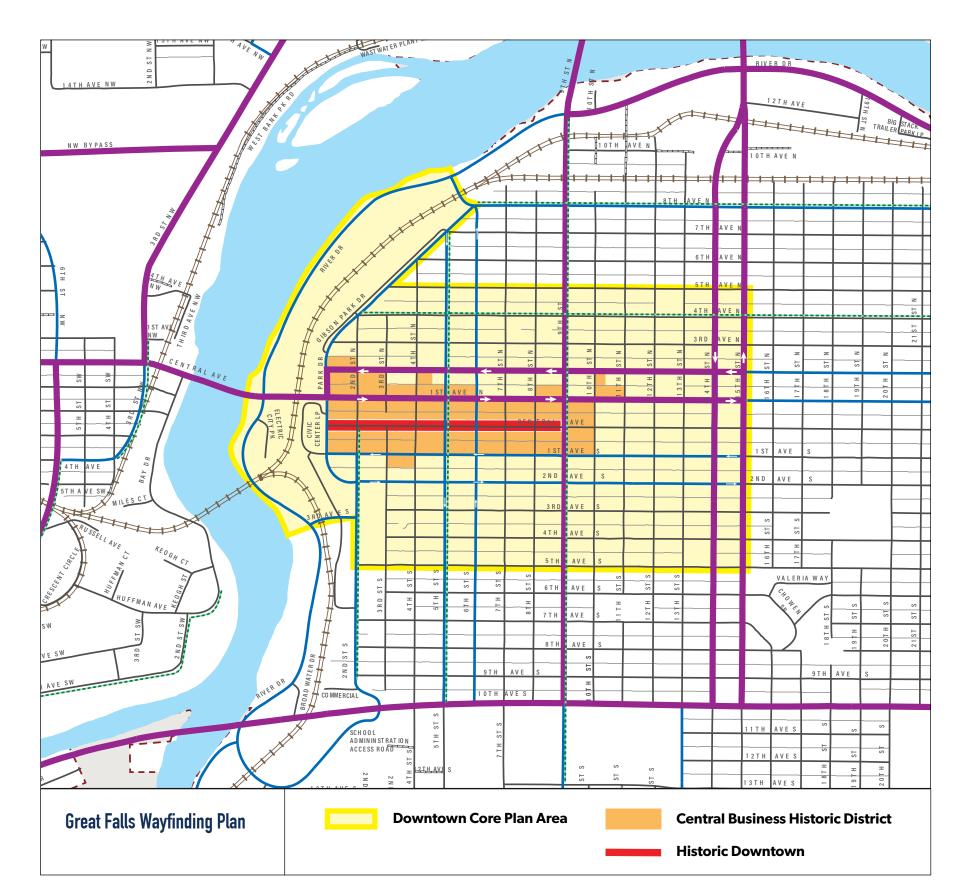
#### **Downtown Core Plan Area**

The Downtown Core Plan Area (Plan Area) used in this plan covers approximately 687 acres and aligns with the Downtown Planning Area defined in the 2011 Great Falls Downtown Master Plan. Primary Destinations and sign locations were planned throughout the City of Great Falls, however, placement of pedestrian signs was focused within this Downtown Core.

#### 'Historic Downtown' Area

Located within Downtown Core, the Central Business Historic District includes buildings, landmarks and architectural details uniquely Great Falls. The District was listed on the National Register of Historic Places in 2004 and is a celebrated area in the community.

Located within the District, and characterized by retail storefronts, restaurants and parking is the heart of the commercial downtown. This wayfinding plan highlights Historic Downtown as Central Avenue between Park Drive and 9th Street.





# **Planning Process**

#### Assess

During the Assess Phase the team analyzed existing plans that the City of Great Falls had already completed. The team also collected and reviewed recommendations that supported the creation of a wayfinding plan through a comprehensive and highly participative community involvement and public outreach effort.

#### • Creation of the Steering Committee

Steering Committee members were selected to represent a variety of community organizations. Leaders from the business community, recreation management, government and non-profit organizations participated throughout the development of the plan and ultimately selected the sign family design.

#### • The Explore Great Falls Wayfinding Facebook Page

The Facebook page was the primary way for the public to track the project throughout its development. Relying on a follower base associated with the Destination Downtown Great Falls Facebook page, the project was able to immediately tap into an existing network of community-minded followers.

#### Press Release

Multiple press releases were used throughout the planning process to inform the media on significant events and project developments.

## **Explore**

The Explore Phase focused attention toward understanding what is important to Great Falls and which destinations are most significant to community members. Destinations, recreational locations and community amenities were identified and collected from committee members and the public. The locations were categorized and inventoried and provided the basis for further plan development.

#### **Community Remarks**

Destination and location information was collected online using a mapping platform called Community Remarks. This platform provided participants with the opportunity to drop a pin onto a map and comment on the locations and amenities special to them.

#### **Online Survey**

To refine the destination information collected from Community Remarks, and to better understand community identity and design preference, a survey was created and posted online. Over 300 responses were collected. Questions focused on prioritizing destinations and design preferences. Using design preference questions, participants were asked to rank which images and buildings appealed the most to them.

#### **Identifying Stakeholders**

Stakeholders connected to the Great Falls community in important ways were invited to share their thoughts and opinions about the wayfinding plan. Representing diverse interests like transit, recreation, accessibility, universities and others, the stakeholder group participated in a work session and provided comments on the plan draft.

#### **Design Work Sessions**

Work sessions were held virtually with Steering Committee members and Stakeholders. Participants answered live poll questions developed to enhance the creation of sign characteristics. Using photos of local iconic buildings, architectural elements and other visual cues, the team collected information that was used in the development of three potential sign families.

#### Scavenger Hunt

The Expedition Scavenger Hunt was created to encourage the public to get involved in the creation of the wayfinding plan. Participants followed a series of clues that brought them on a tour of some of Great Falls destinations. Given restrictions on large public meetings, the Scavenger Hunt brought awareness to the planning effort without encouraging large public gatherings.

## **Apply**

Final design concepts for the wayfinding signs and elements were created to integrate preferences and themes identified during the Design Work Session and from the public survey. Design options were presented to the Steering Committee for final selection. Once selected, construction documents were created for four of the signs from the selected design.

#### **Routes and key intersections**

Maps were created with proposed sign locations and were sent to Montana Department of Transportation, the City of Great Falls, Steering Committee members and the Stakeholder group for comment. Comments were incorporated and adjustments were made to the final proposed sign location maps. Mapping was focused on motorist and pedestrian travel based on significant public comment.

#### **Motorist Directional Signs**

Directional motorist signs were planned primarily along Principal Arterial routes as identified in the 2018 Great Falls Area Long Range Transportation Plan (LRTP) in order to reach the greatest number of travelers. According to the LRTP, the purpose of Principal Arterials are to "serve the major centers of activity, the highest traffic volume corridors..." Carrying the highest proportion of total traffic, placing signs along the Principal Arterials will enhance maximize sign visibility to the most vehicles entering and leaving the area.

#### **Pedestrian Directional Signs**

Sign locations were chosen to enhance pedestrian connectivity between destinations in the historic downtown core. Downtown destinations were simplified to include only thirteen (13) Primary Destination locations. While several notable destinations exist in the downtown area, the number and density of these locations could complicate directional signs and create sign clutter. As an alternative, all downtown destinations could be included on informational kiosks and amenity maps.

#### **Pedestrian Destinations**

- Great Falls Visitor Information Center
- Great Falls Civic Center/Mansfield Theater
- Gibson Park
- Weissman Walking Bridge
- CM Russell Museum
- Paris Gibson Square Museum
- Great Falls Transit Transfer Station
- The History Museum
- Electric City Water Park
- Rivers Edge Trail
- City Parking Structures
- West Bank Park
- 10th Street Walking Bridge



#### **Gateways and Kiosk Locations**

Gateways are locations that define entry into a distinct place with a defined identity. Typically designated with a monument or artwork, gateways are the first indication that a visitor has arrived into a particular place and provide an opportunity for a community to create a placemaking identity. It is recommended that current gateway-type signs throughout the community be assessed to determine if they fall within current and consistent Great Falls brand standards.

Information kiosks provide maps and other navigational information or can even provide destination information. Kiosk locations were also selected based on the availability of open space and are most effective when placed in plazas, parks, rest areas or other locations where pedestrians travel. Due to their size, kiosk locations must be large enough to allow for their construction. Additionally, a kiosk will display details and maps and are meant to serve as gathering points and destinations in and of themselves. Space should also be allocated to promote congregation and visibility of the kiosk at a distance.

#### **Utilize Existing Structures**

Wayfinding information can also be added to and highlighted on existing structures and elements. Some of these opportunities may include bus shelters, waste receptacles, bike racks, signal boxes, or light posts.

Gateway Sign opportunity: 2nd Street South entrance point from 10th Avenue South



Kiosk location opportunity:
Great Falls Tourist Visitor Center / Broadwater Overlook Park



#### **Bus Shelter concept with wayfinding brand implemented**



Waste receptacle steel slip collar concept with wayfinding brand implemented



#### Concept ideas for implementing wayfinding on existing structures or gateway points









# Design

# **Federal Design Guidance Document**

The Manual on Uniform Traffic Control Devices, or MUTCD, is a document issued by the Federal Highway Administration(FHWA) of United States Department of Transportation and used by the Montana Department of Transportation. The MUTCD specifies the standard for all traffic control devices installed on any street, highway, bikeway, or private road open to public travel. The Community Wayfinding Sign standards defined in the MUTCD allow for slight deviations from typical traffic control parameters. Wayfinding sign design may incorporate brand specific design elements through the use of enhancement markers, and color variations.

# **Sign Aesthetic & Character**

Stakeholder visual preference surveys, along with Cushing Terrell's research and observations, informed the look and feel of the draft sign concepts. Sign Characteristics (shown on this page) were established by direct feedback from the community. Three draft concepts were presented to the Core Team for discussion, from which two were refined for presentation to the Steering Committee.

During a virtual work session, committee members reviewed the design options and discussed the character and functionality of both. Discussion led the committee to select the preferred design with a slight modification to the tagline: replace "EXPLORE" with "DISCOVER".

The preferred sign design incorporates national best practices, community input, durable materials, and distinctive architectural details to create a unique wayfinding identity that reflects what makes Great Falls such a special place.

# SIGN CHARACTERISTICS

## Style:

Classical | Traditional | Historical **Retro-Contemporary** 

Iconic

Symmetry

# **Brand Graphic/Icon Inspiration:**

Conservative with a contemporary bent Forward-looking

Great Falls Tourism brand elements

# **Descriptors:**

Motion/Movement/Flowing/Fluid

Growing / Changing / Improving

Forward-thinking

Friendly / Welcoming

Straight - forward / Honest

Hardworking / Conservative / Blue collar

## **User Focus:**

Motorist - Great Falls overall

Motorist & Pedestrian - Downtown

**Identity Influences** 

Missouri River

The Falls

The Springs

'By the River'

Outdoor Rec culture

Artistic

#### **Fabrication /Construction**

Implementable | Maintainable | Economical



# **Icon Sign Graphic**



(Artwork provided)

# **Sign Color Palette**



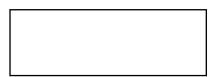
PANTONE 298C - Light Blue C66 M10 Y1 K0



WHITE



PANTONE 648C - Navy Blue C100 M85 Y35 K35



WHITE Reflective

# **Fonts**

Pedestrian Directional signage:

**DIN Schrift – 1451 Engschrift** AaBbCcDdEeFfGgHhliJjKkLl MmNn0oPpQqRrSsTtUuVv WwXxYyZz 1234567890

Motorist Directional signage:

Mission Gothic - Regular

AaBbCcDdEeFfGgHhliJjKkLI MmNnOoPpQqRrSsTt UuV WwXxYyZz 1234567890

# **Iconography and Symbols**

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PRIMARY HEADER / BRAND GRAPHIC Secondary headers - color usage

PRIMARY SIGN SHAPE

Pedestrian Totem Informational Side 1

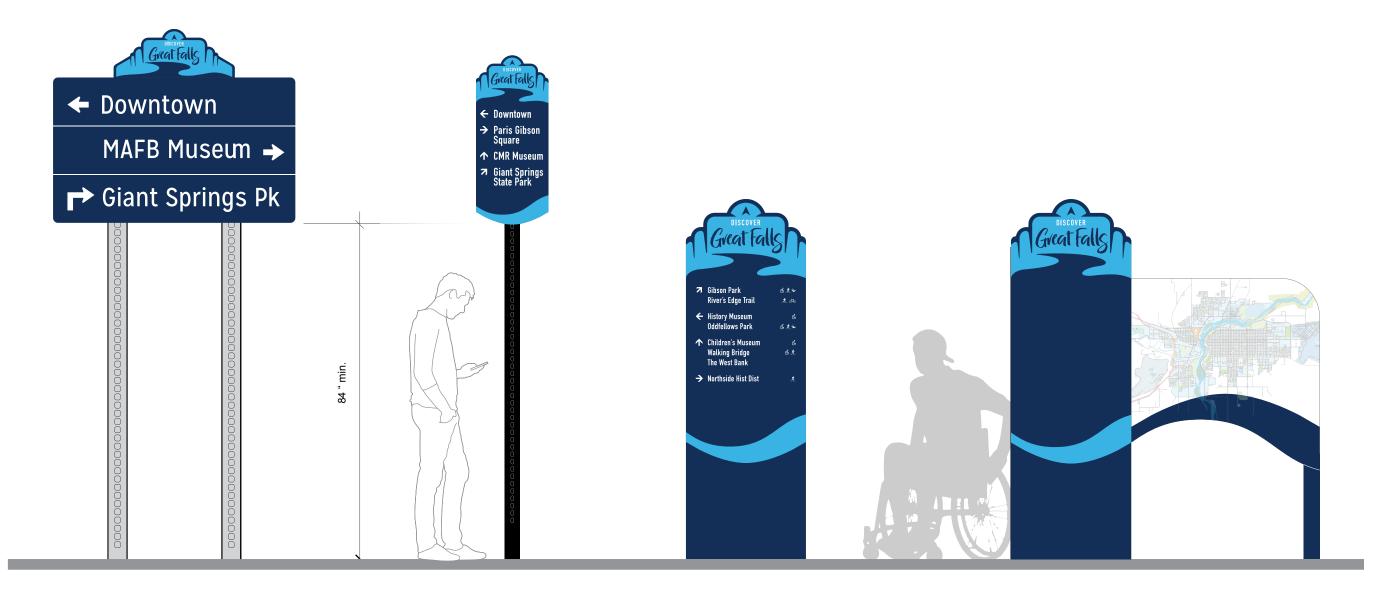
Profile View

Pedestrian Totem Directional Side 2

(Directional - side 2)



# **Final Primary Sign Family**



M1 | Motorist Directional Sign

**P1** | Pedestrian Directional Sign

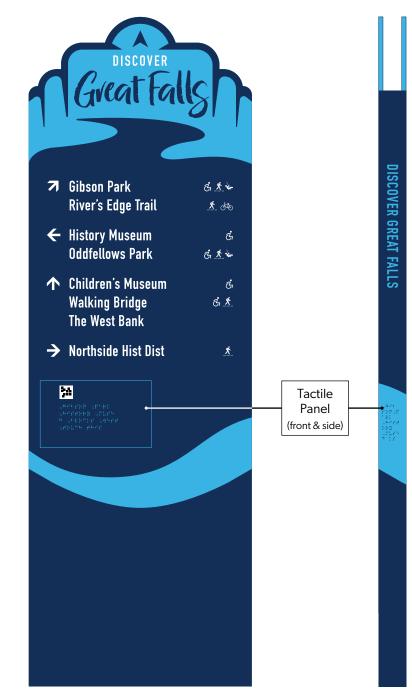
**P2** | Pedestrian Totem

**K1** | Kiosk

# **Accessibility**

Ensuring that the sign program is accessible to everyone was considered during plan creation and effort was made to align with the Complete Streets approach. Complete Streets is a transportation policy and design method mentioned in the 2011 Great Falls Downtown Master Plan. According to the National Complete Streets Coalition, integrating their approach into project design will create streets that are safe for people of all ages and abilities.





#### **Braille and Tactile Panel**

Braille and tactile panels may be added onto kiosks and pedestrian totems. Content may include the location of the kiosk or the directional elements used on the pedestrian totem.

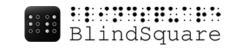
#### Sign Design

High contrast colors were selected for the final sign design to enhance visibility to motorists and pedestrians. The design of the informational kiosks maximizes information surface area without jeopardizing visibility. Pedestrian directional sign height and kiosks are designed to enhance visibility and avoid collision.

#### **Future Opportunities**

Opportunities to link wayfinding signs to accessibility technology in the future should also be considered. Whether connecting on street signs to digital tools through QR codes, sensors, applications or similar technology, making additions to the wayfinding system after signs are installed is possible.







# **Accessible Apps for Wayfinding**

There are many apps available to incorporate audible GPS locating for the blind, deafblind and partially sighted for a wayfinding system. Some include BlindSquare and NaviLens.

BlindSquare pairs with third-party navigation apps, delivering self-voicing detailed points of interest and intersections for safe, reliable travel both outside and inside.

# How does it work?

#### LOCATION

After determining your location, BlindSquare gathers information about your surroundings on Foursquare and OpenStreetMap.

#### **INTERESTS**

Algorithms determine what information is most useful to you such as popular cafes, post offices or libraries.

#### **NAVIGATION**

- Shake your device to hear your current address and details about the nearest intersection and venues around you.
- BlindSquare will track your destination and periodically announce the distance and direction you're headed.
- Mark your position if you'd like help finding your way back later.

#### **FILTERS**

Filters can be applied to provide only the information you're looking for so you're not overwhelmed by details on your surroundings.

#### **FAVORITES**

- Mark your saved places and Foursquare venues as Favorites and BlindSquare will always notify you once you reach them.
- Favorites will be saved in iCloud and synced to all iOS devices for device consistency.

#### **VOICEOVER**

BlindSquare uses Acapela voices in many different languages to announce information about your environment even when your device is tucked away for a hands-free experience.

#### **SOCIAL MEDIA**

- If you enjoy using Foursquare independently, authorize BlindSquare to access your account so you can check into your favorite venues by simply shaking your device.
- Share your check-ins on Facebook, Twitter, or keep them private if you wish.



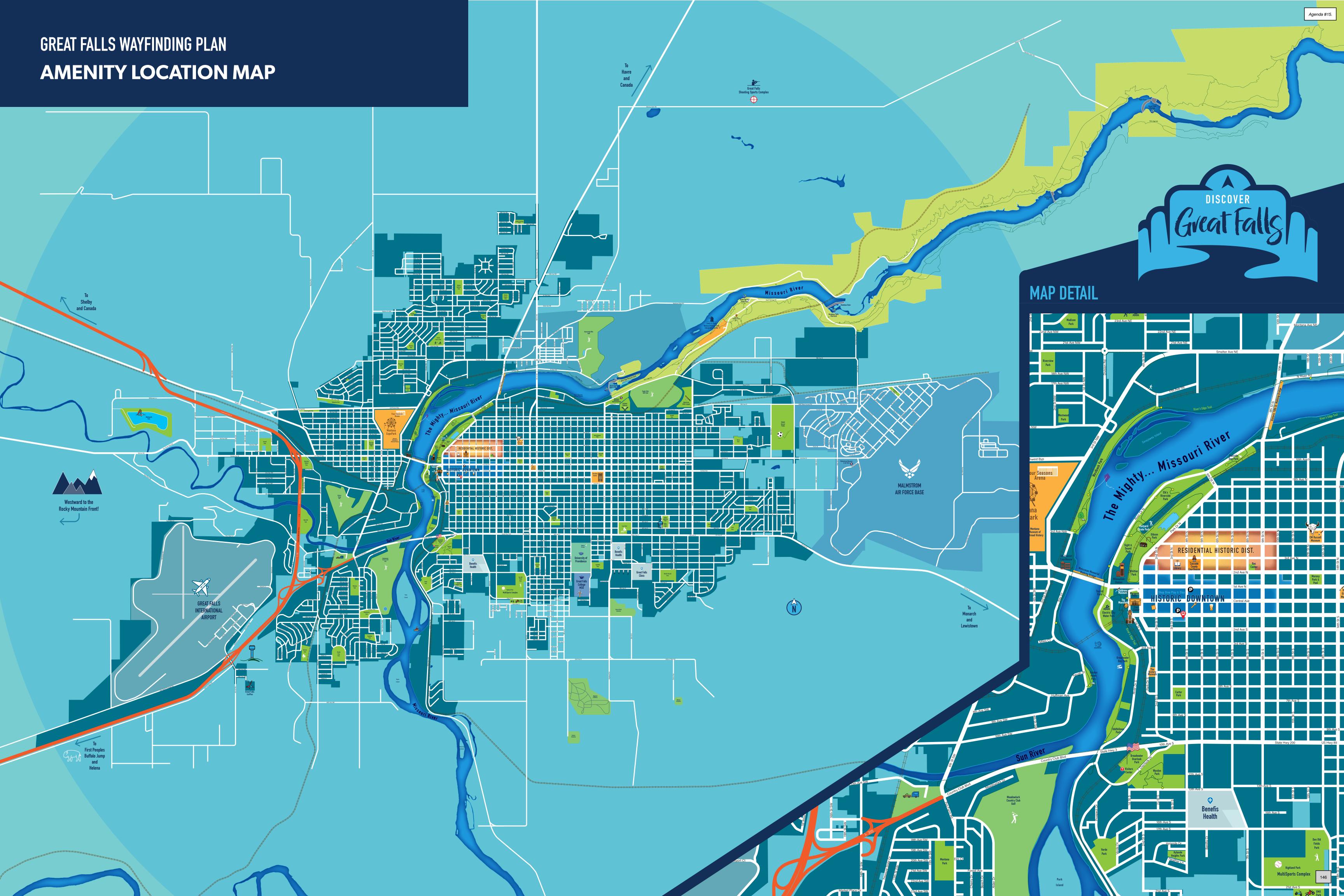


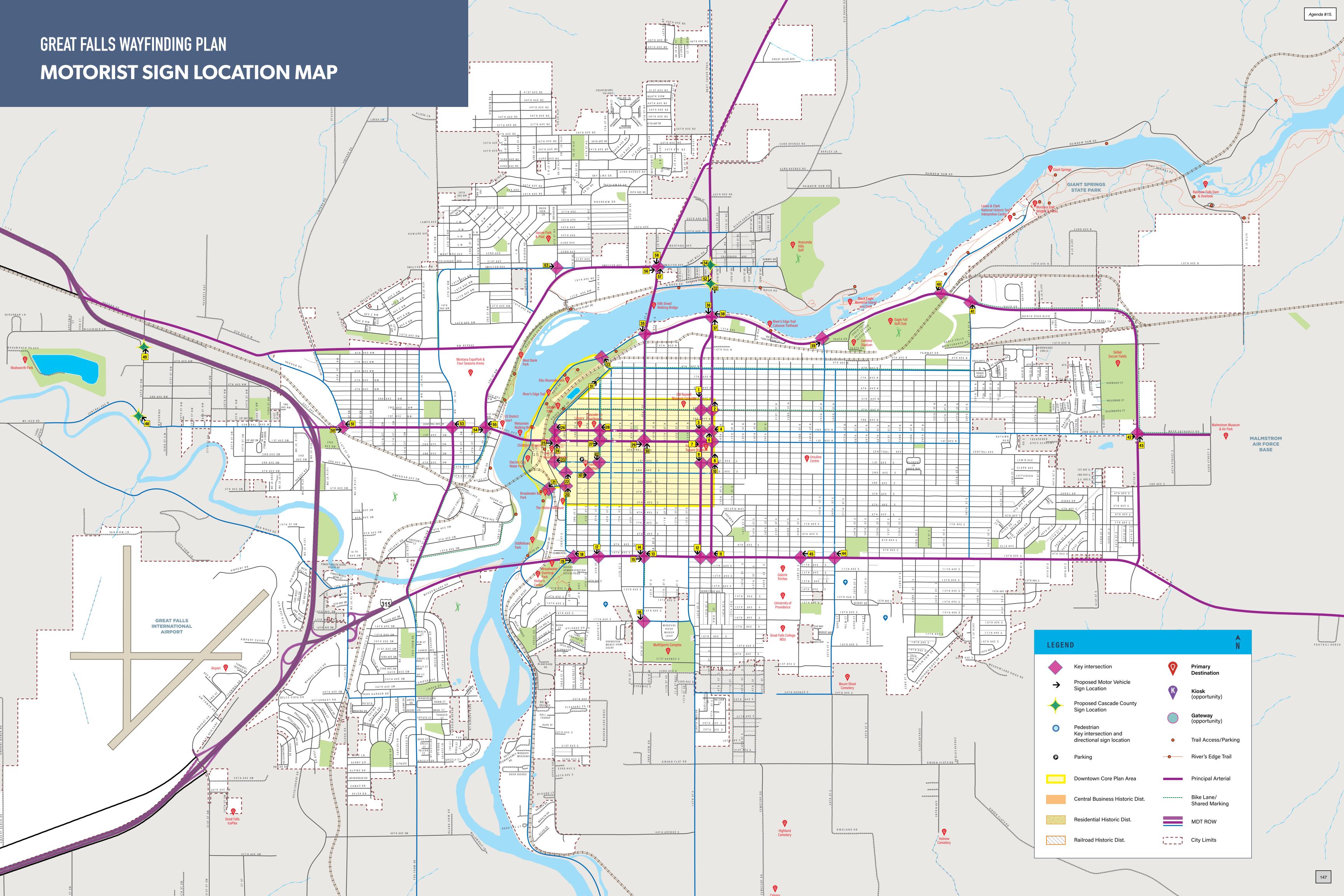
Amenity Location

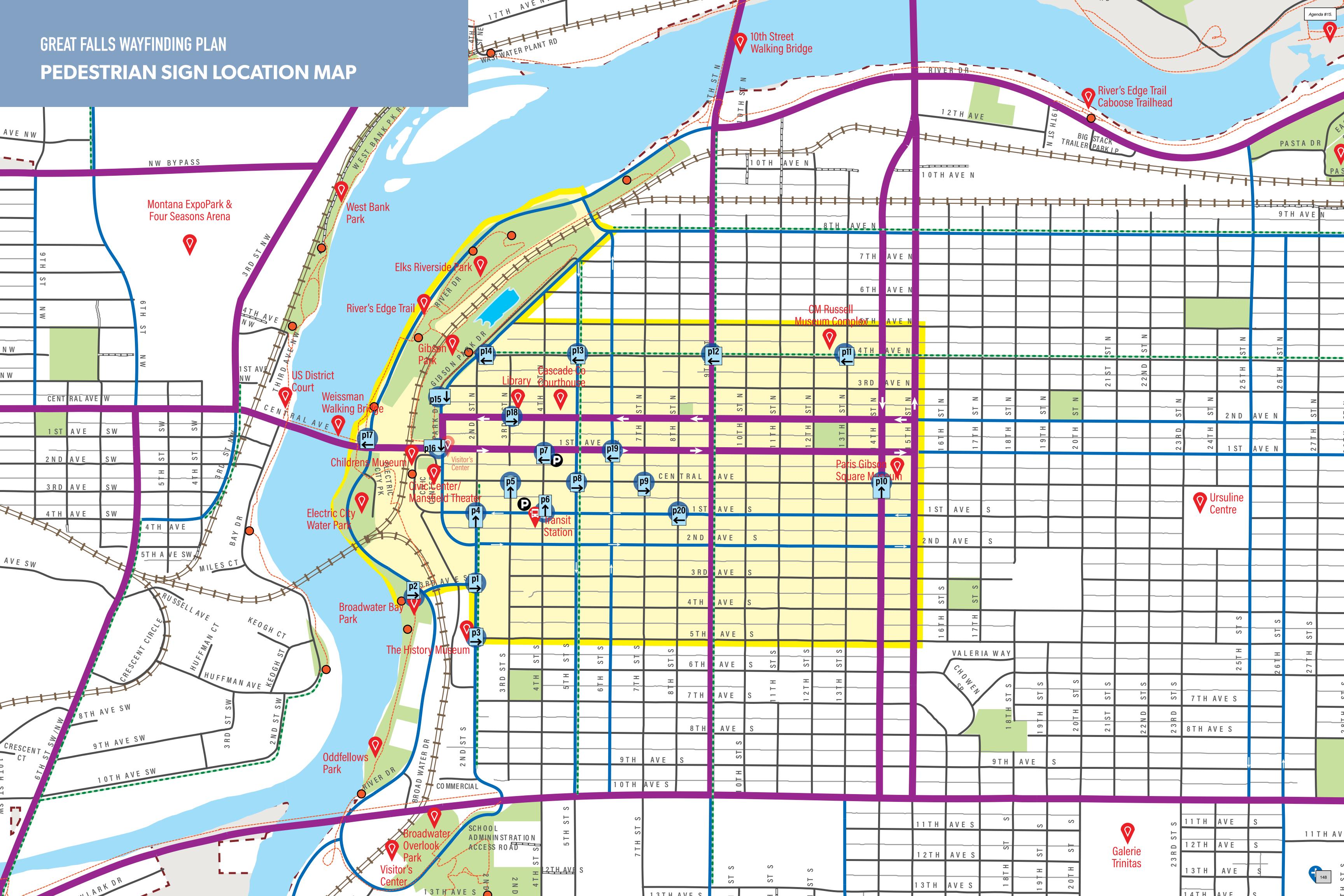
Motorist Sign Location

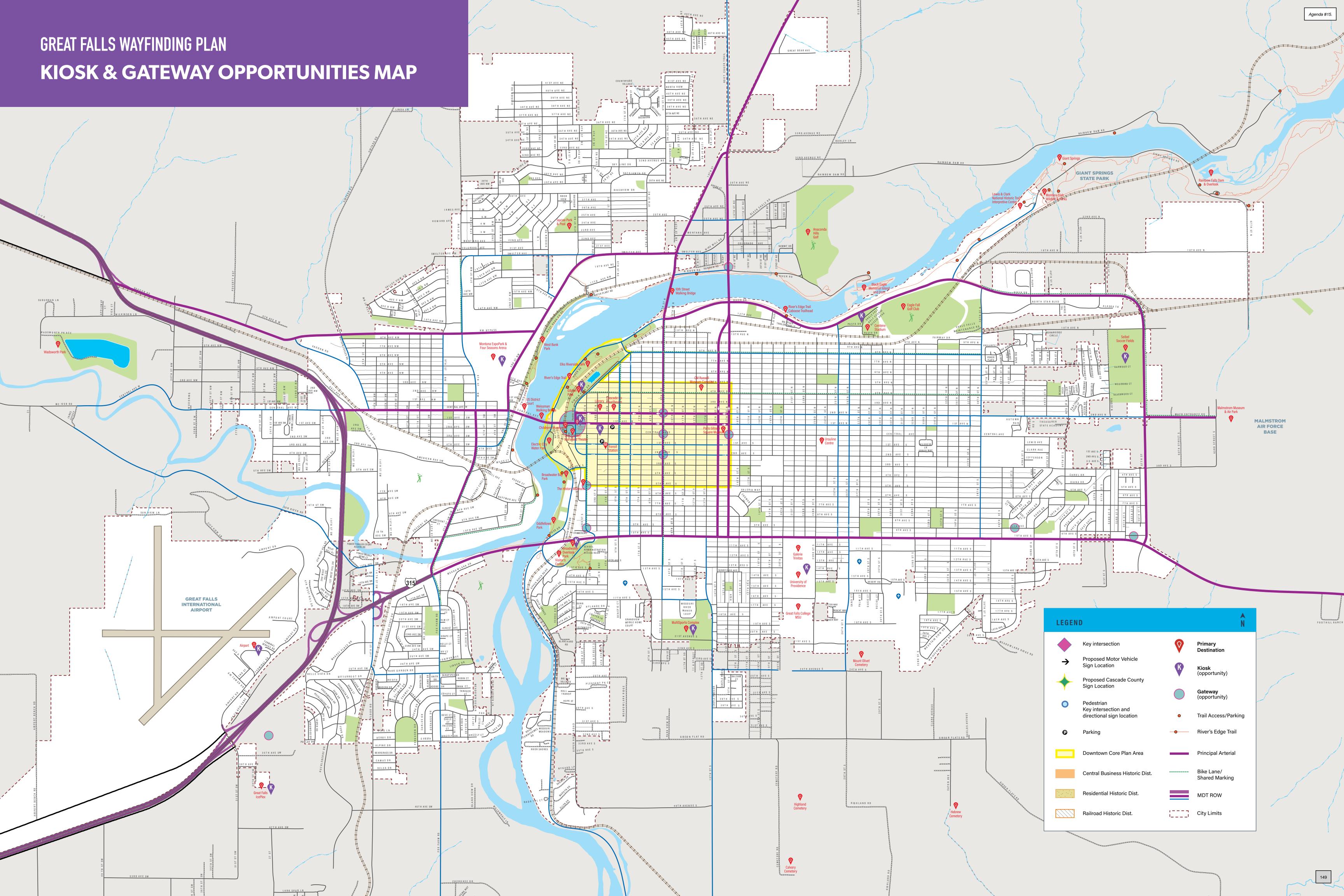
Pedestrian Sign Location

Kiosk/Gateway Opportunities









## Sign Schedule

## **MOTORIST Directional Signs**

NO.	SIGN TYPE	DIRECTION	CONTENT	DRIVING DIRECTION	LOCATION SPECIFICS	NOTES	GENERAL SITE PHOTO
1	<b>M1</b> Roadway Directional	$\begin{array}{c} \uparrow \\ \rightarrow \\ \rightarrow \end{array}$	Paris Gibson Museum CM Russell Museum Gibson Park	Southbound - 14th St N (US 87) (One way)	West side of 14th St N 5th Ave N intersection  MDT ROW 30 mph	New Sign	
2	<b>M1</b> Roadway Directional	↑ ←	Anaconda Hills Golf Course River's Edge Trail Caboose CM Russell Museum	Northbound - 15th St N (US 87) (One way)	East side of 15th St N at 5th Ave N intersection  MDT ROW 30 mph	New Sign	
3	<b>M1</b> Roadway Directional	↑ → →	Paris Gibson Museum Public Library Historic Downtown	Southbound - 14th St N (US 87) (One way)	West side of 14th St N 2nd Ave N intersection; Traffic signal  MDT ROW 30 mph	New Sign	

NO.	SIGN TYPE	DIRECTION	CONTENT	DRIVING DIRECTION	LOCATION SPECIFICS	NOTES	GENERAL SITE PHOTO
4	<b>M1</b> Roadway Directional	↑ → ↑ ¶	Historic Downtown River's Edge Trail Caboose Lewis & Clark Center Library Paris Gibson Museum  (Choose only 3 of the above)	Westbound - 2nd Ave N (One way)	North side of 2nd Ave N 15th St N intersection; Traffic signal  MDT ROW 30 mph		
6	<b>M1</b> Roadway Directional	↑ ← ←	River's Edge Trail Caboose Public Library Gibson Park	Northbound - 15th St N (US 87) (One way)	West side of 15th St N 2nd Ave N intersection; Traffic signal;  MDT ROW 30 mph	New Sign	
7	<b>M1</b> Roadway Directional	$\rightarrow$	Paris Gibson Museum Multi Sports Complex	Eastbound - 1st Ave N (One way)	South side of 1st Ave N 14th St N intersection; Traffic signal  MDT ROW 30 mph	New Sign	
8	M1 Roadway Directional	↑ ↑ ←	Lewis & Clark Center River's Edge Trail Caboose Historic Downtown Paris Gibson Museum (Choose only 3 of the above)	Northbound - 15th St S (US 87) (One way)	East side of 15th St S Central Ave intersection; Traffic signal;  MDT ROW 25/30 mph	New Sign	SINESS STRICT

NO.	SIGN TYPE	DIRECTION	CONTENT	DRIVING DIRECTION	LOCATION SPECIFICS	NOTES	GENERAL SITE PHOTO
9	<b>M1</b> Roadway Directional	$\uparrow \\ \rightarrow \\ \rightarrow$	Multi Sports Complex Parking Civic Center	Southbound - 14th St S (US 87) (One way)	West side of 14th St S 1st Ave S intersection;  MDT ROW 25/30 mph	New Sign	
10	<b>M1</b> Roadway Directional	<b>↑ ↓ ↓ ∤</b>	River's Edge Trail Caboose Historic Downtown Civic Center/Mansfield Theater Ursuline Centre (Choose only 3 of the above)	Northbound - 15th St S (US 87) (One way)	West side of 15th St S 1st Ave S intersection; MDT ROW 25/30 mph	New Sign	
11	<b>M1</b> Roadway Directional	→ → →	Historic Downtown Paris Gibson Museum CM Russell Museum River's Edge Trail Caboose  (Choose only 3 of the above)	Westbound - 10th Ave S (MT200)	North side of 10th Ave S 15th St S intersection; MDT ROW 35 mph	New Sign	
12	<b>M1</b> Roadway Directional	<del>+</del> +	University of Providence Great Falls College - MSU	Southbound - 14th St S (US 87) (One way)	West side of 14th St S 10th Ave S (MT200) intersection; MDT ROW 30 mph	New Sign	

NO.	SIGN TYPE	DIRECTION	CONTENT	DRIVING DIRECTION	LOCATION SPECIFICS	NOTES	GENERAL SITE PHOTO
13	<b>M1</b> Roadway Directional	↑ ← →	Overlook Park Multi Sports Complex Historic Downtown	Westbound - 10th Ave S (US89)	North side of 10th Ave S 9th St S intersection;  MDT ROW 35 mph	New Sign	
14	<b>M1</b> Roadway Directional	↑ → ←	Multi Sports Complex University of Providence Overlook Park Great Falls College - MSU (Choose only 3 of the above)	Southbound - 9th St S	West side of 9th St S 10th Ave S (US89) intersection; MDT ROW 30 mph	New Sign	3486
15	<b>M1</b> Roadway Directional	↑ → ↑	University of Providence Historic Downtown Multi Sports Complex Great Falls College - MSU  (Choose only 3 of the above)	Eastbound - 10th Ave S (US89)	South side of 10th Ave S 9th St S intersection; MDT ROW 35 mph	New Sign	
16	<b>M1</b> Roadway Directional	<b>↑</b>	Multi Sports Complex	Southbound - 9th St S	West side of 9th St S 17th Ave S intersection/ stop sign; MDT ROW 25-30 mph	New Sign	S8 4 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8

NO.	SIGN TYPE	DIRECTION	CONTENT	DRIVING DIRECTION	LOCATION SPECIFICS	NOTES	GENERAL SITE PHOTO
17	<b>M1</b> Roadway Directional	<b>← ← →</b>	University of Providence Great Falls College - MSU Overlook Park	Southbound - 5th St S (one way)	West side of 5th St S 10th Ave S (MT 200) intersection; MDT ROW 35 mph	New Sign	
18	<b>M1</b> Roadway Directional	← → →	Overlook Park Oddfellows Park History Museum Historic Downtown  (Choose only 3 of the above)	Westbound - 10th Ave S (US89)	North side of 10th Ave S (MT 200) 2nd St S/Overlook Dr. intersection; MDT ROW 35 mph	New Sign  PED Crosswalk & sign  Signs Prior to intersection: Right Lane Must Turn Right HISTORIC DIST. (right arrow)	
19	M1 Roadway Directional	<b>← ← → ←</b>	History Museum Historic Downtown Overlook Park Broadwater Bay Park  (Choose only 3 of the above)	Eastbound - 10th Ave S (US89)	South side of 10th Ave S (MT 200) Overlook Dr./2nd St S intersection; MDT ROW 35 mph	New Sign  Signs Prior to intersection: Exit to River RD. (Turn Right) HISTORIC DIST. (right arrow) Visitor Info. (left arrow)	

NO.	SIGN TYPE	DIRECTION	CONTENT	DRIVING DIRECTION	LOCATION SPECIFICS	NOTES	GENERAL SITE PHOTO
20	M1 Roadway Directional  Consider PED size Sign placed on existing posts or private property	<del>+</del> <del>+</del> <del>+</del> <del>+</del>	Broadwater Bay Park Electric City Water Park Oddfellows Park	Northbound - 2nd St S	East side of 2nd St S Prior to intersection with 3rd Ave S  MDT ROW 30 mph  Emergency Snow Route	New Sign	SARTAI SARTAI
21	<b>M1</b> Roadway Directional	← → → ↑	Oddfellows Park Electric City Water Park Elks Riverside Park Broadwater Bay Park  (Choose only 3 of the above)	Westbound - 3rd Ave S	North side of 3rd Ave S Prior to intersection with River Dr. S  MDT ROW 25 mph	New Sign PED Crosswalk	
22	<b>M1</b> Roadway Directional	↑ ↑ ↑	Gibson Park Historic Downtown Parking Visitor's Center  (Choose only 3 of the above)	Northbound - 2nd St S	East side of 2nd St S Prior to intersection with 2nd Ave S  MDT ROW 25 mph	New Sign	
23	<b>M1</b> Roadway Directional	↑ ↑ →	Children's Museum Civic Center/Mansfield Theater Visitor's Center	Westbound - 1st Ave S (One Way)	North side of 1st Ave S Prior to intersection and merge lane with Park Dr. S  MDT ROW 25 mph		

NO.	SIGN TYPE	DIRECTION	CONTENT	DRIVING DIRECTION	LOCATION SPECIFICS	NOTES	GENERAL SITE PHOTO
24	M1 Roadway Directional Possible: PED size sign	↑ ← →	Gibson Park MT ExpoPark & Arena Paris Gibson Museum	Northbound - Park Dr. N	East side of Park Dr. N 1st Ave N intersection  MDT ROW 25 mph	New Sign  Option: Use large PED sign at intersection posts	
25	<b>M1</b> Roadway Directional	↑ ← →	Paris Gibson Museum Gibson Park Civic Center/Mansfield Theater	Eastbound - 1st Ave N	South side of 1st Ave N Park Dr. N intersection  MDT ROW 25 mph	New Sign  Locate west of 'Civic Center' monument sign, south of HWY directional signs	ONLY
26	<b>M1</b> Roadway Directional	← → → ←	Civic Center/Mansfield Theater Gibson Park Elks Riverside Park Visitor's Center (Choose only 3 of the above)	Westbound - 2nd Ave N	North side of 2nd Ave N Park Dr. N intersection  MDT ROW 25 mph	New Sign  Transfer 'North I15' signage to sign posts with new sign	
27	M1 Roadway Directional  Possible: PED size sign	<b>\</b> ↑	CM Russell Museum Paris Gibson Museum Historic Downtown	Eastbound - 1st Ave N	South side of 1st Ave N 5th St N intersection  MDT ROW 25 mph	New Sign  Option: Use PED size sign and attach to existing historic light post	

NO.	SIGN TYPE	DIRECTION	CONTENT	DRIVING DIRECTION	LOCATION SPECIFICS	NOTES	GENERAL SITE PHOTO
28	<b>M1</b> Roadway Directional	↑	Library County Courthouse Historic Downtown Parking  (Choose only 3 of the above)	Westbound - 2nd Ave N	North side of 2nd Ave N 5th St N intersection  MDT ROW 25 mph	New Sign	15 (5) (5) (5) (5) (6) (6) (6) (6) (6) (6) (6) (6) (6) (6
29	<b>M1</b> Roadway Directional	↑ → →	Paris Gibson Museum Historic Downtown Multi Sports Complex	Eastbound - 1st Ave N	South side of 1st Ave N 9th St N intersection  MDT ROW 25 mph	New Sign	
30	M1 Roadway Directional	<b>4 4 4 →</b>	County Courthouse Library Gibson Park Paris Gibson Museum  (Choose only 3 of the above)	Northbound - 9th St N	East side of 9th St N 1st Ave N intersection  MDT ROW 25 mph		
31	M1 Roadway Directional	<b>←</b>	Elks Riverside Park Historic Downtown	Northeast bound Park Dr. N	East side of Park Dr. N prior to 5th St N intersection/junction	New Sign	

NO.	SIGN TYPE	DIRECTION	CONTENT	DRIVING DIRECTION	LOCATION SPECIFICS	NOTES	GENERAL SITE PHOTO
33	M1 Roadway Directional	<b>← ←</b>	Elks Riverside Park Electric City Water Park	Northwest bound 6th St N	East side of 6th St N River Dr N intersection  MDT ROW 25-30 mph	Opportunity: Collect OLD WEST TRAIL sign with this new sign  Gateway opportunity prior to this intersection underpass of old railway bridge	
35	<b>M1</b> Roadway Directional	↑ ← →	Historic Downtown River's Edge Trail Caboose Elks Riverside Park	Southbound 9th St N	West side of 9th St N River Dr N intersection  MDT ROW 30 mph	New Sign	
36	<b>M1</b> Roadway Directional	<b>↑ ↓</b>	Historic Downtown CM Russell Museum River's Edge Trail Caboose	Southbound 15th St N	West side of 15th St N River Dr N intersection  MDT ROW 30 mph	New Sign	
37	<b>M1</b> Roadway Directional		Black Eagle Falls Elks Riverside Park River's Edge Trail Caboose Eagle Falls Golf Course  (Choose only 3 of the above)	Northbound 15th St N	East side of 15th St N River Dr N intersection  MDT ROW 30 mph	New sign  Option: Wrap utility box with branded design	

NO.	SIGN TYPE	DIRECTION	CONTENT	DRIVING DIRECTION	LOCATION SPECIFICS	NOTES	GENERAL SITE PHOTO
38	<b>M1</b> Roadway Directional	↑ <b>←</b>	Elks Riverside Park CM Russell Museum Historic Downtown	Westbound River Dr N	North side of River Dr N 15th St N intersection MDT ROW 30 mph	New Sign	
39	<b>M1</b> Roadway Directional	$\begin{array}{c} \rightarrow \\ \rightarrow \\ \rightarrow \\ \uparrow \end{array}$	Eagle Falls Golf Course MT Veteran's Park Centene Stadium Rainbow Overlook (Choose only 3 of the above)	Eastbound River Dr N	South side of River Dr N prior to 25th St N intersection  MDT ROW 30 mph	New Sign  Opportunity to Collect various directional signs to one sign post: Golf Course Icon sign/Vets Memorial/Centene Stadium/etc.	
40	M1 Roadway Directional	$\leftarrow \leftarrow \rightarrow \rightarrow \rightarrow$	Siebel Soccer Fields Malmstrom Museum Centene Stadium River's Edge Trail Caboose  (Choose only 3 of the above)	Southbound Giant Springs Rd	West side Giant Springs Rd prior to T-junction with River Dr N MDT ROW 30 mph	New Sign	Signal Control of the
41	<b>M1</b> Roadway Directional	<b>←</b> <b>→</b>	Lewis & Clark Center Giant Springs State Park Siebel Soccer Fields	Northbound 38th St N	East side of 38th St N River Dr N intersection MDT ROW 30 mph	New Sign	
42	M1 Roadway Directional	<b>↑</b>	Malmstrom Museum Siebel Soccer Fields	Eastbound 2nd Ave N	South side of 2nd Ave N 57th St intersection MDT ROW 30 mph	New Sign	

NO.	SIGN TYPE	DIRECTION	CONTENT	DRIVING DIRECTION	LOCATION SPECIFICS	NOTES	GENERAL SITE PHOTO
43	<b>M1</b> Roadway Directional	↑ ↑ →	Siebel Soccer Fields Lewis & Clark Center Malmstrom Museum	Northbound 57th St	East side of 57th St 2nd Ave N intersection MDT ROW 30 mph	New Sign	
44	<b>M1</b> Roadway Directional	↑	Galerie Trinitas Ursuline Centre Cemetery	Westbound 10th Ave S (MT 200)	North side of 10th Ave S 26th St S intersection  MDT ROW 30 mph	New Sign	
45	<b>M1</b> Roadway Directional	<b>← ← →</b>	University of Providence Great Falls College - MSU Ursuline Centre	Westbound 10th Ave S (MT 200)	North side of 10th Ave S 23th St S intersection MDT ROW 30 mph	New Sign	
50	<b>M1</b> Roadway Directional	<b>↑</b>	MT ExpoPark & Arena Historic Downtown	Eastbound Central Ave W	South side of Central Ave W near Vaughn Rd. T-junction MDT ROW 40 mph	New Sign	

NO.	SIGN TYPE	DIRECTION	CONTENT	DRIVING DIRECTION	LOCATION SPECIFICS	NOTES	GENERAL SITE PHOTO
51	<b>M1</b> Roadway Directional	<b>↑</b>	Wadsworth Park	Westbound Central Ave W	North side of Central Ave W prior to Vaughn Rd. T-junction MDT ROW 40 mph	New Sign	40
53	<b>M1</b> Roadway Directional	<b>↑ ↓</b>	Great Falls Airport Wadsworth Park US District Court	Westbound Central Ave W	North side of Central Ave W 6th St NW intersection MDT ROW 30 mph	New Sign  Option: Include Airport icon sign onto new sign	
54	<b>M1</b> Roadway Directional	$\leftarrow$ $\downarrow$ $\downarrow$ $\downarrow$	Historic Downtown US District Court MT ExpoPark & Arena West Bank Park  (Choose only 3 of the above)	Eastbound Central Ave W	South side of Central Ave W 3rd S NW intersection  MDT ROW 30 mph	New Sign	
55	<b>M1</b> Roadway Directional	→ → →	Jaycee Park & Pool US District Court MT ExpoPark & Arena West Bank Park (Choose only 3 of the above)	Westbound Central Ave W	North side of Central Ave W 3rd S NW intersection or further east near rail crossing  MDT ROW 30 mph	New Sign	

NO.	SIGN TYPE	DIRECTION	CONTENT	DRIVING DIRECTION	LOCATION SPECIFICS	NOTES	GENERAL SITE PHOTO
56	M1 Roadway Directional	$\begin{array}{c} \uparrow \\ \rightarrow \\ \rightarrow \\ \rightarrow \end{array}$	Anaconda Hills Golf Course Black Eagle Falls Historic Downtown 10th St Walking Bridge (Choose only 3 of the above)	Eastbound Smelter Ave	South side of Smelter Ave Old Havre HWY/10th S NE intersection MDT ROW 30 mph	New Sign  Possible incorporation of smaller sign on decorative light posts (refinery ROW)	
					South side of Smelter Ave	Incorporate new sign with existing MDT (green) directional sign	↑ BLACK EAGL  ↑ HAWRE
57	<b>M1</b> Roadway Directional	← → → ↑ ↑	MT ExpoPark & Arena Anaconda Hills Golf Course Black Eagle Falls 10th St Walking Bridge (Choose only 3 of the above)	Northbound 10th S NE	East side of 10th S NE Smelter Ave intersection MDT ROW 30 mph	New Sign  Consider PED size sign on	
						directional arrow post upright prior to intersection	
58	<b>M1</b> Roadway Directional	↑ ← →	Historic Downtown Anaconda Hills Golf Course MT ExpoPark & Arena	Southbound Old Havre HWY/ 10th S NE	West side of Old Havre HWY Smelter Ave intersection MDT ROW 30 mph	New Sign	

NO	. SIGN TYPE	DIRECTION	CONTENT	DRIVING DIRECTION	LOCATION SPECIFICS	NOTES	GENERAL SITE PHOTO
6	M1 Roadway Directional	<b>← ← ← ←</b>	Bus Transfer Station Parking Historic Downtown	Eastbound 2nd Ave S	South side 2nd Ave S intersection 4th St S  MDT ROW 25-30 mph	New Sign	
6	M1 Roadway Directional	$\rightarrow$	Parking Civic Center/Mansfield Theater	Southbound 5th St S	West side of 5th St S intersection 1st Ave S MDT ROW 25-30 mph	New Sign	
6	M1 Roadway Directional	<b>↑</b>	Anaconda Hills Golf Course Jaycee Park & Pool	Eastbound on Smelter Ave	South side of Smelter Ave intersection 4th St NE  MDT ROW 25-30 mph Non Controlled intersection	New Sign	

## Sign Schedule

## **SUGGESTED MOTORIST Directional Signs: Additional coordination with Cascade County is needed.**

NO.	SIGN TYPE	MESSAGE CONTENT	DRIVING DIRECTION	LOCATION SPECIFICS	NOTES	GENERAL SITE PHOTO
32	<b>M1</b> Roadway Directional	→ Black Eagle Falls	Northbound 15th St N	East side of 15th St N N River Rd intersection Cascade County ROW	New Sign	
34	<b>M1</b> Roadway Directional	↑ Anaconda Hills Golf	Eastbound Smelter Ave	East side of 9th St N River Dr N intersection  Cascade County ROW	New Sign	
48	M1 Roadway Directional	→ Wadsworth Park	Northwest bound Central Ave W	Northeast side of Central Ave W 34th S NW T-junction Cascade County ROW	New Sign	
49	P1 Pedestrian Directional Use smaller PED sign to comply with Cascade County Zoning regulations	← Wadsworth Park	Northbound 34th St NW	East side of 34th St NW Wilkinson Rd. T-junction Cascade County ROW	New Sign	
52	<b>M1</b> Roadway Directional	← Black Eagle Falls	Southbound 15 St N	West side of 15th St N at N River Road intersection  Cascade County ROW	New Sign	

## Sign Schedule

## **PEDESTRIAN Directional Signs**

NO.	SIGN TYPE	DIRECTION	CONTENT	LOCATION SPECIFICS	NOTES	GENERAL SITE PHOTO
p1	P1 Pedestrian Directional  Face 2 Option:	$\leftarrow$	Historic Downtown Civic Center/Mansfield Theater The History Museum  Visitor's Center  River's Edge Trail Broadwater Bay Park Oddfellows Park The History Museum	Position in City of Great Falls ROW Sidewalk on 3rd Ave S and 2nd St S Sign(s) orientated parallel to 2nd St S		
p2	P1 Pedestrian Directional  Secondary Option: PED Totem	<b>₹</b> 1	Historic Downtown The History Museum  Side 1: Directional information Side 2: Map	Position in City of Great Falls ROW Near crosswalk either side of River Dr S Sign orientated parallel to 2nd St S  Option: Place PED Totem within Broadwater Bay Park near cross walk or River's Edge Trail sign	This site has opportunity to use <b>PED Totem</b> with a map	THE SECOND SECON

NO.	SIGN TYPE	DIRECTION	CONTENT	LOCATION SPECIFICS	NOTES	GENERAL SITE PHOTO
р3	<b>P1</b> Pedestrian Directional	<b>← ← ← → ←</b>	Historic Downtown Civic Center/Mansfield Theater Transit Station Broadwater Overlook Park Visitor's Center	Position on History Museum property or within City of Great Falls ROW  Exiting Museum property; Sign orientated parallel to 2nd St S	This site has opportunity to use <b>PED Totem</b> with a map	
p4	P1 Pedestrian Directional  Face 2 Option:	$\downarrow \downarrow \uparrow \uparrow$	Civic Center/Mansfield Theater River's Edge Trail Parking Transit Station  Visitor's Center  The History Museum River's Edge Trail Broadwater Bay Park	Position in City of Great Falls ROW Intersection of 2nd St s & 1st Ave S Sign(s) set parallel to 1st Ave S	Opportunities: Utilize Existing Structures if possible: Bus Shelter, benches; pole wraps, utility boxes, etc.  This site has opportunity to use PED Totem with a map	

NO	. SIGN TYPE	DIRECTION	CONTENT	LOCATION SPECIFICS	NOTES	GENERAL SITE PHOTO
p5	P1 Pedestrian Directional	← ← →	Welcome to Historic Downtown  Civic Center/Mansfield Theater Childrens Museum Paris Gibson Museum	Position in City of Great Falls ROW Intersection of 3rd St S and Central Ave Sign(s) set parallel to Central Ave		DAJAN 1980 V
	Face 2 Option:		Welcome to Historic Downtown		Opportunity:	
		→ → ←	Civic Center/Mansfield Theater Childrens Museum Paris Gibson Museum		PED Totem with Map or Kiosk within CMR statue Plaza:	
p6	P1 Pedestrian Directional	<b>↑ √ √ √ √ √ →</b>	North Parking Library South Parking Civic Center/Mansfield Theater Paris Gibson Museum	Position in City of Great Falls ROW Intersection of 4th St S & 1st Ave S Sign(s) set parallel to 1st Ave S	This site has opportunity to use PED Totem with a map near the Transit Station	EAMOUNTAIN CONTRACTOR OF CONTR
	Face 2 Option:	→ → → ←	Civic Center/Mansfield Theater River's Edge Trail South Parking Paris Gibson Museum			

NO.	SIGN TYPE	DIRECTION	CONTENT	LOCATION SPECIFICS	NOTES	GENERAL SITE PHOTO
р7	P1 Pedestrian Directional	$\uparrow \rightarrow \leftarrow \qquad \uparrow$	Visitor's Center Weissman Walking Bridge Courthouse / Library Historic Downtown Visitor's Center  Paris Gibson Museum CM Russell Museum	Position in City of Great Falls ROW Near EXIT of Parking Garage N on sidewalk of 4th S N Sign(s) set parallel to 4th S N		
		→ ←	Historic Downtown Courthouse / Library			
<b>p8</b>	P1 Pedestrian Directional	<b>↑ ↓ ↓</b>	Welcome to Historic Downtown  Paris Gibson Museum CM Russell Museum County Courthouse Library	Position in City of Great Falls ROW Intersection of 5th St/Central Ave Sign(s) set parallel to 5th St  Opportunity: Position near/behind National Historic Marker sign	Opportunity to use <b>PED Totem</b> at this location with directional informational and Map	
	Face 2 Option:	$\begin{array}{c} \uparrow \\ \uparrow \\ \rightarrow \\ \uparrow \end{array}$	Civic Center/Mansfield Theater Childrens Museum County Courthouse Library Visitor's Center	in sidewalk bump-out		

NO.	SIGN TYPE	DIRECTION	CONTENT	LOCATION SPECIFICS	NOTES	GENERAL SITE PHOTO
<b>p9</b>	P1 Pedestrian Directional  Face 2 Option:	↑ ← ← ↑ ↑ ↑ ↑ ↑ ↑ ↑ ↑ ↑ ↑ ↑ ↑ ↑ ↑ ↑ ↑ ↑	Welcome to Historic Downtown  Paris Gibson Museum 7 blocks CM Russell Museum 10 blocks Ursuline Centre 16 blocks  Welcome to Historic Downtown  Childrens Museum Civic Center/ Mansfield Theater Transit Station  Visitor's Center	Position in City of Great Falls ROW Intersection of 7th St /Central Ave Sign(s) set parallel to 7th St		
p10	P1 Pedestrian Directional Face 2 Option:	$ \uparrow \\                                  $	Rivers Edge Trail CM Russell Museum Historic Downtown Ursuline Centre  Ursuline Centre Historic Downtown Civic Center/ Mansfield Theater	Position in City of Great Falls ROW Intersection of 14th St N /Central Ave or on Paris Gibson Square property Sign(s) set parallel to Central Ave	Opportunity: Use <b>PED Totem</b> with Map on corner of Paris Gibson Square property Include walking distance in 'blocks'	
p11	P1 Pedestrian Directional  Face 2 Option:	↑ <del>\</del> <del>\</del> <del>\</del> <del>\</del> <del>\</del> <del>\</del> <del>\</del> <del>\</del> <del>\</del>	Gibson Park River's Edge Trail Historic Downtown  Paris Gibson Museum 4 blocks Ursuline Centre 13 blocks	Position in City of Great Falls ROW Sidewalk on 4th Ave N and 13th St N at CM Russell Museum Sign(s) set parallel to 13th St N	New sign	

_	NO.	SIGN TYPE	DIRECTION	CONTENT	LOCATION SPECIFICS	NOTES	GENERAL SITE PHOTO
	p12	P1 Pedestrian Directional Face 2 Option:	$\uparrow \\ \uparrow \\ \leftarrow \\ \rightarrow$	Gibson Park Rivers Edge Trail Historic Downtown 10th St Walking Bridge CM Russell Museum	Position in City of Great Falls ROW Intersection of 9th St N /4th Ave N Sign(s) set parallel to 9th St N	Keep Pedestrians signs to north side of 4th Ave following Northside Historic District signage	
		Tude 2 option.	<b>→</b>	Paris Gibson Museum 10th St Walking Bridge  Option on face/top of sign(s): Welcome to Historic Northside			
	p13	<b>P1</b> Pedestrian Directional	↑	Gibson Park River's Edge Trail Historic Downtown County Courthouse Library	Position in City of Great Falls ROW Intersection of 5th St N /4th Ave N Sign(s) set parallel to 5th St N	Keep Pedestrians signs to north side of 4th Ave following Northside Historic District signage	ISTOP
		Face 2 Option:	↑ <del>\</del> \	CM Russell Museum 10th St Walking Bridge Historic Downtown		Utilize corner of private property apartment building if possible; This location has opportunity to use <b>PED Totem</b> with a map	
				Option on face/top of sign(s): Welcome to Historic Northside			

NO.	SIGN TYPE	DIRECTION	CONTENT	LOCATION SPECIFICS	NOTES	GENERAL SITE PHOTO
p14	P1 Pedestrian Directional	$\uparrow \uparrow \downarrow \downarrow \downarrow$	Gibson Park River's Edge Trail Civic Center/Mansfield Theater Historic Downtown  Visitor's Center	Position in City of Great Falls ROW Intersection of Park Dr N /4th Ave N  or near Gibson Park Main Entrance at crosswalk  Sign set parallel to Park Dr N	This site has opportunity to use PED Totem with a map  Opportunity: Position at crosswalk or out of MDT ROW with Northside Historic Dist. sign	
p15	P1 Pedestrian Directional	↑ ↑ ↑ ↑ ↑ ↑ ↑ ↑ ↑ ↑ ↑ ↑ ↑ ↑ ↑ ↑ ↑ ↑ ↑	Historic Downtown Civic Center/Mansfield Theater Weissman Walking Bridge Visitor's Center	Position in City of Great Falls ROW near Gibson Park Exit Drive  Sign set perpendicular to Park Dr N		

NO.	SIGN TYPE	DIRECTION	CONTENT	LOCATION SPECIFICS	NOTES	GENERAL SITE PHOTO
p16	P1 Pedestrian Directional	↑	Welcome to Historic Downtown Civic Center/Mansfield Theater Childrens Museum Weissman Walking Bridge River's Edge Trail Visitor's Center	Position in City of Great Falls ROW Intersection of Park Dr. N /1st Ave N by crosswalk signal east of Park Dr and north of 1st Ave N Sign set parallel to 1st Ave N	Route Peds to sidewalk on east side of Park Dr. / Cross to west side via Chamber corner only	
	Face 2 Option:	↑	Elks Riverside Park Gibson Park Weissman Walking Bridge			
p17	<b>P1</b> Pedestrian Directional	↑	West Bank Park Electric City Water Park River's Edge Trail Gibson Park	Position in City of Great Falls ROW Intersection of River Dr. N / Central Ave Position near entrance to Weissman Walking Bridge Sign set parallel to River Dr. N	Opportunity: Consider <b>PED Totem</b> this location with Map showing amenities on both sides of river near here.	
	Face 2 Option:	<b>↑ ↑ → ↓ ↓</b>	Historic Downtown Childrens Museum Electric City Water Park River's Edge Trail Gibson Park	Sign set parallel to filver Di. N		
p18	<b>P1</b> Pedestrian Directional	<b>☆</b>	CM Russell Museum County Courthouse Historic Downtown	Position in City of Great Falls ROW on Library property  Sign set parallel to 3rd St N		
	Face 2 Option:	<b>↑ ↓</b>	Weissman Walking Bridge Gibson Park Historic Downtown		Opportunity: Consider <b>PED Totem</b> this location with Map	

NO.	SIGN TYPE	DIRECTION	CONTENT	LOCATION SPECIFICS	NOTES	GENERAL SITE PHOTO
p19	P1 Pedestrian Directional Face 2 Option:	↑ ↑ ↑ ↑	North Parking Historic Downtown  Visitor's Center  Paris Gibson Museum CM Russell Museum Historic Downtown	Position in City of Great Falls ROW Intersection 1st Ave N/ 6th St N  Sign set parallel to 6th St N		
p20	P1 Pedestrian Directional  Face 2 Option:	↑ ↑ ↑ ↑ <b>↑</b> ←	Welcome to Historic Downtown  Electric City Water Park Childrens Museum Civic Center/Mansfield Theater Transit Station  Welcome to Historic Downtown  Paris Gibson Museum Ursuline Centre CM Russell Museum 10th St Walking Bridge	Position in City of Great Falls ROW Intersection 1st Ave S/ 8th St S Sign set parallel to 8th St S		



6.0

## **Implementation**

### **Cost Estimates**

Cost estimates shown here were provided by local sign fabrication firms. These estimates should be viewed in general terms only.

At the time of implementation, a bid should be requested for the entire project with local contractors given the opportunity to resubmit their bids at that time.

Estimates shown here include color graphics and retro-reflective vinyl guaranteeing a seven (7) year I life cycle under normal wear and tear conditions.

Motorist sign: \$1,940.00 approx.

Pedestrian sign: \$540.00 approx.

Kiosk: \$1,530.00 approx. plus labor

(Above pricing does not include shipping or additional costs incurred for equipment rental exceeding one day.)



2701 16th St NE Black Eagle, MT 59414 (406) 315-2700

More than fast. More than signs. ® fastsigns.com/2310

### ESTIMATE EST-1881

Payment Terms: Cash Customer

Created Date: 11/5/2020

### **DESCRIPTION:** Reorder: Motorist / Pedestrian / Kiosks / Pedestrian Totem Directional Sign

**Bill To:** Great Falls Business Improvement District

318 Central Ave GREAT FALLS, MT 59401

HS

**Pickup At:** Great Falls Business Improvement District

Joan Redeen 318 Central Ave GREAT FALLS, MT 59401

US

**Requested By:** Joan Redeen Salesperson: Jesse Copenhaver

Email: info@greatfallsbid.com Cell Phone: (406) 727-5430 Email: jesse.copenhaver@fastsigns.com

Work Phone: 406-315-2700

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	Motorist Directional Sign	63	\$1,295.647	\$81,625.76
2	Pedestrian Directional Sign	17	\$344.9718	\$5,864.52
3	Kiosks	10	\$1,531.001	\$15,310.01
4	Pedestrian Totem	1	\$880.95	\$880.95
5	Labor / Building / Parts Installation / CNC CUTTING	1	\$23,475.00	\$23,475.00

 Base Subtotal:
 \$127,156.24

 Discount:
 (\$9,536.72)

 Shipping:
 \$1,098.65

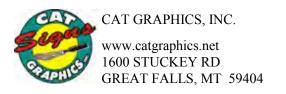
 Subtotal:
 \$118,718.17

 Taxes:
 \$0.00

 Grand Total:
 \$118,718.17

Signature: Date:

Generated On: 11/9/2020 10:56 AM Page 1 of 1



### **Estimate**

DATE	ESTIMATE NO.
10/20/2020	10445

NAME / ADDRESS

CUSHING TERRELL 219 2nd Avenue South Great Falls, MT 59405

	TERMS 50%DOWN,NET ON INSTALL			REP	JOB PACKET# J12916	
			L	KD		
DESCRIPTION		QTY		COST	Total	
.080 aluminum signs, cut to shape, sized at 18"w x 42"h, with digitally printed copy/graphics reading "DISCOVERGreat Falls" at the top, and locations and arrows below for wayfinding. Graphics printed on reflective 3M white vinyl, with overlaminate for uv protection. Price will decrease with larger quantities.			1	332.50	332.50	
nstallation of wayfinding sign above. Includes hole digger, co assembling and installation. If unforseen circumstances are end will increase. (buried old concrete or debris unknown undergrand and reakways are additional, see below.	countered, price		1	767.00	767.00	
080 aluminum signs, cut to shape, sized at 5'w x 4'h, with digicopy/graphics reading "DISCOVERGreat Falls" at the top, and arrows below for directions. Graphics printed on reflectivinyl, with overlaminate for uv protection. Price will decrease quantities	nd locations e 3M white		1	1,232.00	1,232.00	
installation of motorist directional sign above. Includes hole dissembling and installation. If unforseen circumstances are encivil increase. (buried old concrete or debris unknown undergrand breakaways are additional, see below.	countered, price		1	1,998.20	1,998.20	
10' length, 2" X 2" galvanized square posts. Shipping for qty of 30 posts. (shipping not marked up) Breakaway bases(as of 2:15pm 10/20, vendor has not quoted) Shipping on breakaway bases. Signage Permit Feeto be determined			30	62.00 530.00 0.00	1,860.00 530.00 0.00 0.00	
Unforseen circumstances may add additional costs. Estimates	good for 90 days	. [		Phone #	Web Site	
			406-452-1603		www.catgraphics.net	

### **Permitting**

## **Encroachment Permit Montana Department of Transportation**

Before a sign can be installed along a road that is a state controlled route, an Encroachment Permit must be approved by the Montana Department of Transportation (MDT).

A permit may be issued for multiple signs on the same MDT route. An approved encroachment permit will allow installation of a sign at the locations and methods approved during the permit review.

The applicant for this permit would ultimately be responsible for the signs. Sign maintenance will be required to keep them in "like new" condition. Signs shall be cleaned, installed properly, and contain appropriate messaging. If the signs are not maintained and/or improved to a compliant condition, MDT may remove them.

### [ See Appendix for MDT Controlled Routes ]



## APPENDIX

**Reference Maps** 

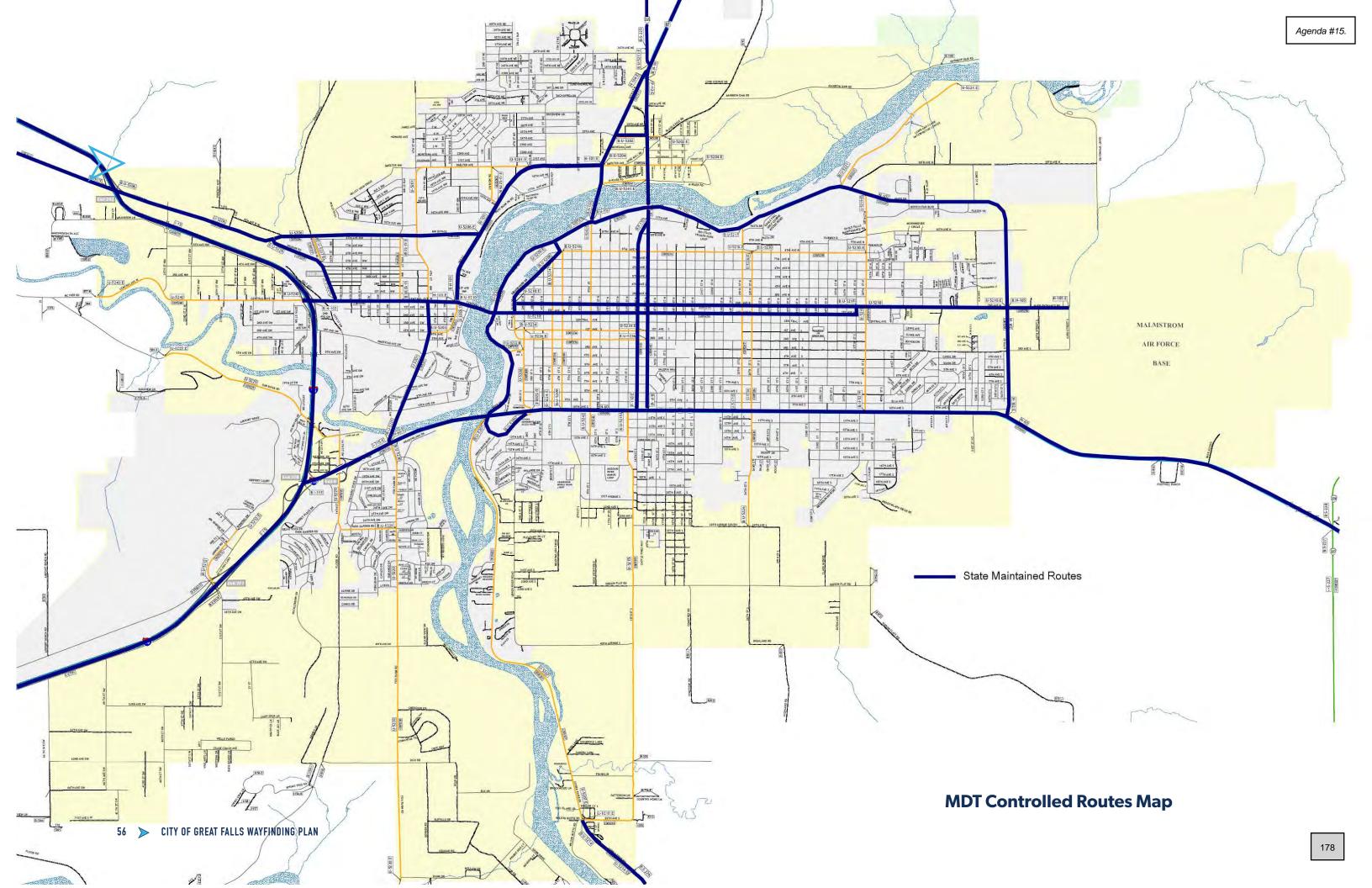
**Design Drawings** 

**Proposed Designs** 

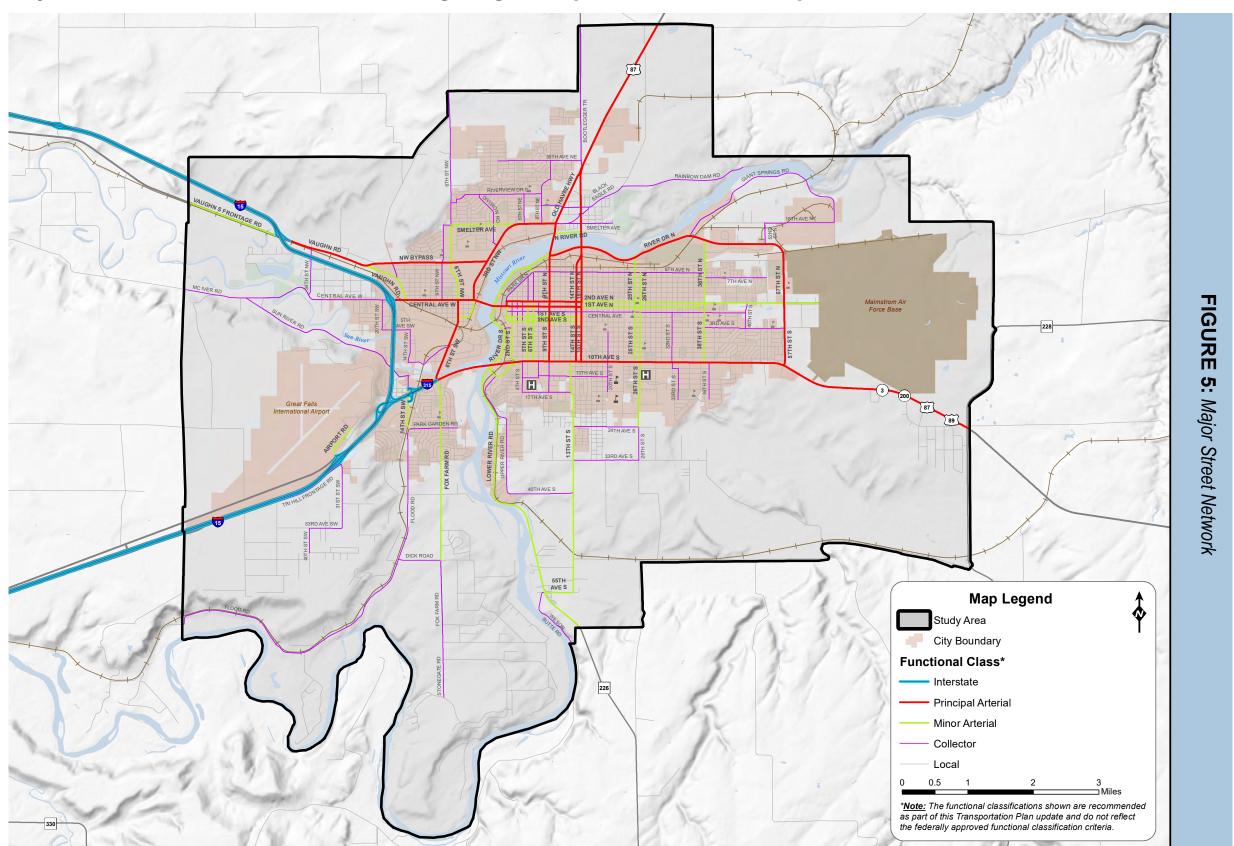
**Community Remarks** 

**Survey Results** 

**Online Public Outreach** 



### Major Street Network | Great Falls Area Long Range Transportation Plan - 2018 Update





## **DESIGN DOCUMENTS**

# GREAT FALLS WAYFINDING PLAN

Great Falls Business Improvement District
318 Central Avenue | Great Falls, Montana 59404 | info@greatfallsbid.com

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Sign Family Overview	
Motorist Directional Signage	
Motorist Directional Sign Panel	(
Pedestrian Directional Sign & Panel	- • • •
Pedestrian Totem & Sign Panel	
Kiosk	
Accessibility Features	](



219 2nd Avenue South Great Falls, MT 59405 406.452.3321

cushing terrell.com

### **GRAPHIC STANDARDS**

### SIGN MATERIALS / COLOR PALETTE

1234567890

Contractor is responsible for matching all colors and materials within the palette as specified and is required to provide color and material samples for each sign type to the Project Owner for approval.

	W White	Wr White Reflective	B Light Blue	N Navy Blue	K Black	A Aluminum
COLOR	White	MP18071	Color match: C66 M10 Y1 K0 Pantone 298C	Color match: C100 M85 Y35 K35 Pantone 648C	Deep Black Color match: k100	
MATERIAL/ PROCESS	TBD	TBD	TBD	TBD	Powder Coat; prismatic powder	Metal

All retro-reflective vinyl material to receive UV/Anti-Graffiti over-laminate, or owner approved equal.

All painted surfaces to receive Matthews Paint Ultraviolet (UV) and Anti-Graffitti coating, or owner approved equal.

SIGN TYPE	TYPOGRAPHY Fabricator is responsible for acquiring project related fonts. No substitute typefaces will be accepted. Set kerning tracks to visually approximate sign	ARTWORK All artwork shown here shall be provided by Project Owner as electronic vector art.					
	drawings. Kerning shown may vary from exact kerning used to create sign drawings. Refer to specific applications for type sizes and leading requirements.	SIGN LOGO GRAPHIC	SIGN FACE GRAPHIC	ICONS			
PEDESTRIAN	AaBbCcDdEeFfGgHhliJjKkLl MmNnOoPpQqRrSsTtUuVv WwXxYyZz 1234567890	DISCOVER Great Falls  Single Color Graphic  DISCOVER	Great Falls				
MOTORIST	Mission Gothic - Regular  AaBbCcDdEeFfGgHhIiJjKkLI  MmNnOoPpQqRrSsTtUuV  WwXxYyZz	Sign Topper  DISCOVER  Great Falls	DISCOVER Great Falls	Arrows -Typical Montana Department of Transportation standard			

Cushing Terrell.

**cushingterrell**.com

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- Color systems should be referenced within these drawings for actual specifications. Colors shown are for reference only.

**Fabrication** 

- All welds shall be ground smooth, paint all seams.
- All exposed hardware shall be tamper proof fasteners.
- All exposed edges painted to match adjacent face.

Great Falls Business Improvement District GREAT FALLS, MONTANA

GREAT FALLS WAYFINDING PL

DESIGN INTENT DRAWINGS

NOVEMBER 2020

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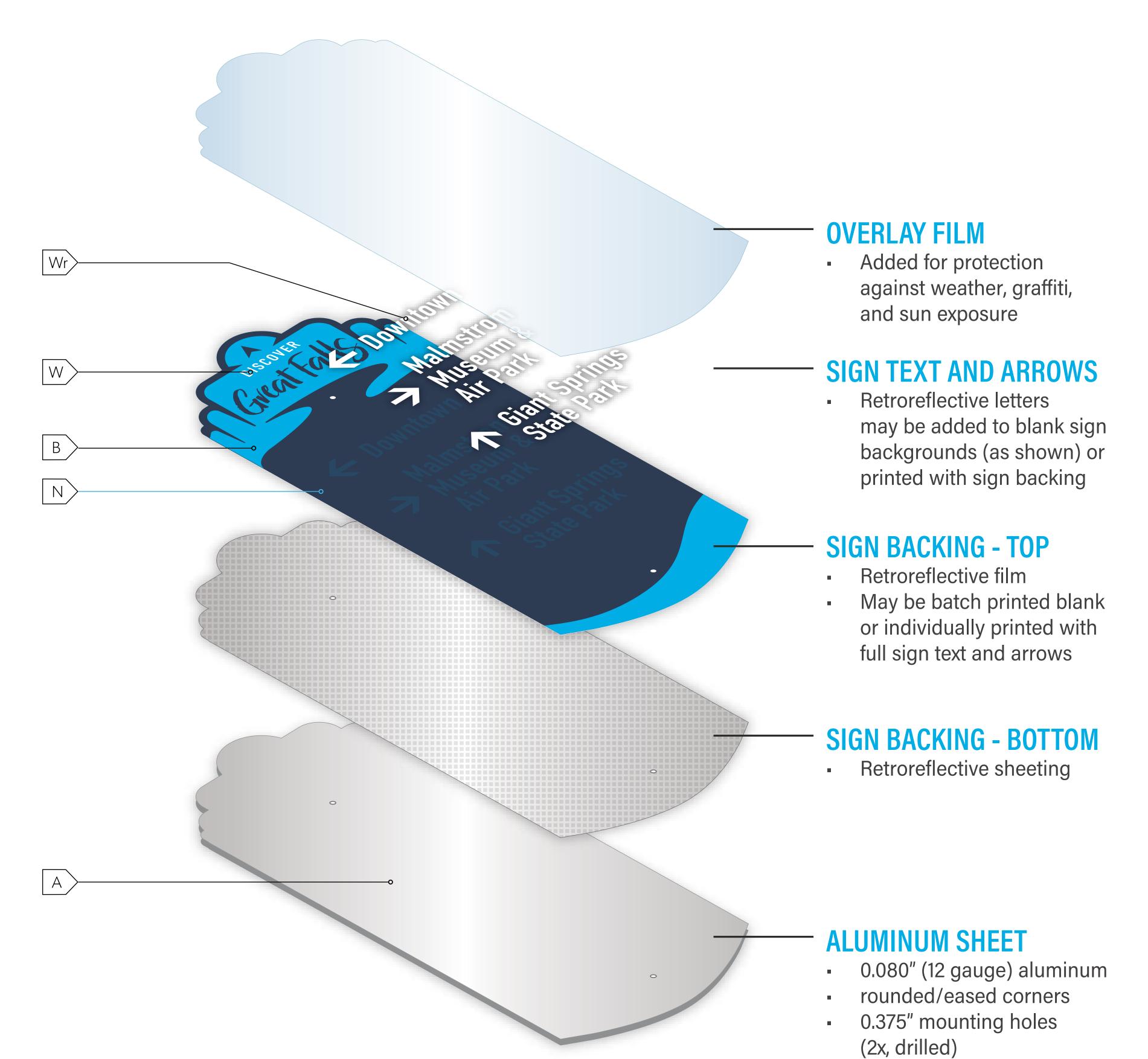
Great Falls Business Improvement District GREAT FALLS, MONTANA

GREAT FALLS WAYFINDING PL

DESIGN INTENT DRAWINGS

NOVEMBER 2020

SHEET



**SIGN FABRICATION** 

### **FABRICATION NOTES:**

LIFE-CYCLE OF SIGN PANEL IMAGE: 7-10 YRS

### **SIGN PANEL**

MATERIAL: .080 gauge aluminum

EDGES: routed, finished smooth

GRAPHICS: printed latex on high intensity prismatic reflective vinyl: (ATSM D4956-04 /Type IV) Visibility at night: 1,000 ft

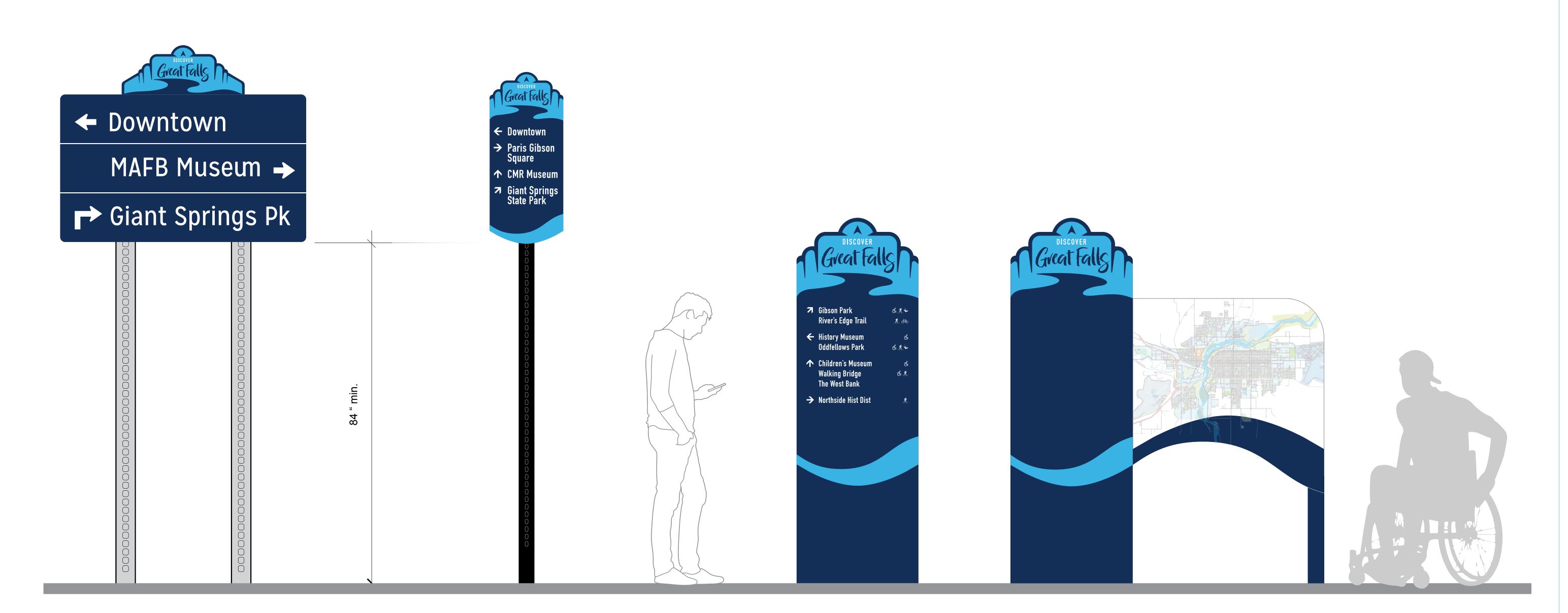
Design illustrates possible mounting and/ or mounting hardware appearance and are for reference only. All hardware to be sized by contractor. Shop drawing submittals shall detail the actual hardware and connections. All connections must be designed for all applicable loads. Shop drawings shall not compromise the visual appearance of the sign shown.

### NOTES:

- These details for reference only; Use artwork files for sign copy editing and printing; See Sign Schedule for sign copy, icons or symbols
- For destination names that exceed given dimensions/limits, adjust kerning and/ or text height; Any adjustments to text kerning and/or height to be approved by Owner before printing

### SIGN FAMILY OVERVIEW

M1 | Motorist Directional Sign



**P2** | Pedestrian Totem

**K1** | Kiosk

**P1** | Pedestrian Directional Sign

### Cushing Terrell

cushingterrell.com

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### **Fabrication**

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Great Falls Business Improvement District GREAT FALLS, MONTANA

GREAT FALLS WAYFINDING PL

DESIGN INTENT DRAWINGS

NOVEMBER 2020

### Cushing Terrell.

**cushingterrell**.com

### **GENERAL NOTES**

**FABRICATION NOTES:** 

MATERIAL: .080 gauge aluminum sign

COATING: 3m clear laminate with UV

FASTENERS: 1" drive rivets, 3/8" shaft

MATERIAL: .080 gauge aluminum sign

COATING: 3m clear laminate with UV

FASTENERS: 1" drive rivets, 3/8" shaft

MATERIAL: 2" square galvanized steel

Breakaway System; verify location

Tamper-proof blind rivets; contractor to

determine size; locate rivets a minimum of

3" from edge of sign and where least likely

Design illustrates possible mounting and/

or mounting hardware appearance and are

for reference only. All hardware to be sized by contractor. Shop drawing submittals shall

detail the actual hardware and connections.

All connections must be designed for all applicable loads. Shop drawings shall not compromise the visual appearance of the

These details for reference only; Use

artwork files for sign copy editing and

For destination names that exceed given

dimensions/limits, adjust kerning and/

or text height; Any adjustments to text kerning and/or height to be approved by

printing; See Sign Schedule for sign

copy, icons or symbols

Owner before printing

tubing with perforated holes on all four sides

GRAPHICS: printed latex on high intensity

GRAPHICS: printed latex on high intensity

EDGES: routed, finished smooth

protection and scratch resistance

EDGES: routed, finished smooth

protection and scratch resistance

1. SIGN TOPPER

2. SIGN PANEL

3. POST

5. RIVETS

sign shown.

NOTES:

blank; custom shape

prismatic reflective vinyl

blank (MUTCD standard)

prismatic reflective vinyl

4. POST ANCHOR

to obscure sign message MATERIAL: stainless steel

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- be referenced within these drawings for actual specifications. Colors shown are for reference only.

### **Fabrication**

• Color systems should

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- All exposed hardware shall be tamper proof fasteners.
- All exposed edges painted to match adjacent face.

### **WAYFINDING**

GREAT

Great Falls Business Improvement GREAT FALLS, MONTANA

**DESIGN INTENT DRAWINGS** 

NOVEMBER 2020

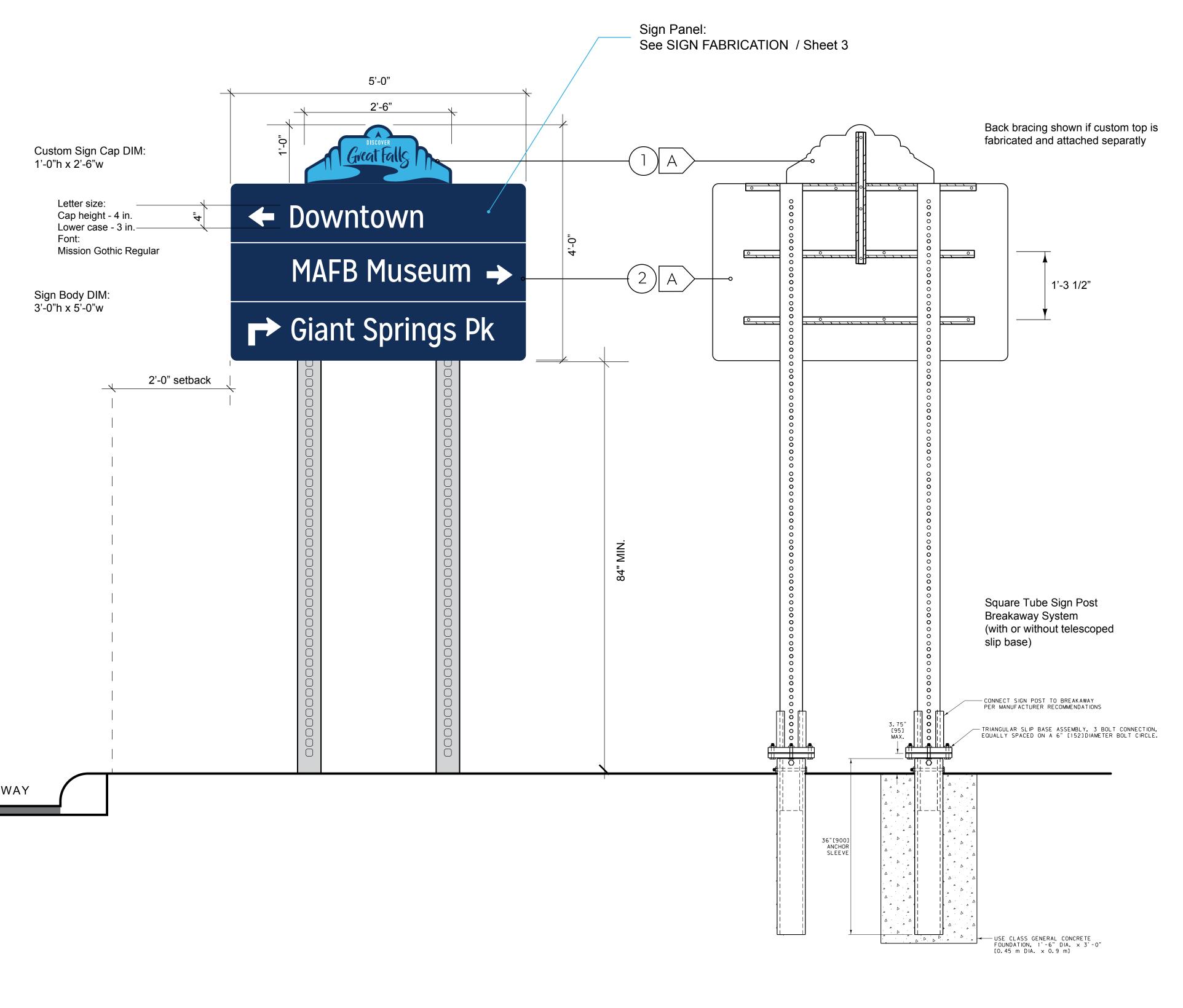
SHEET

### MOTORIST DIRECTIONAL SIGNAGE

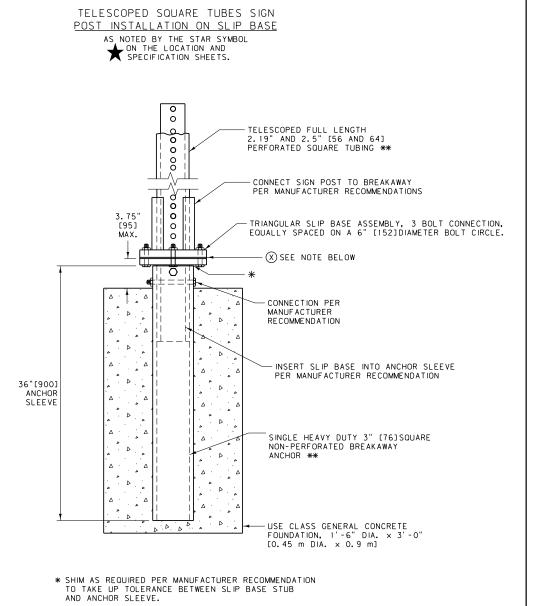
Community Wayfinding Sign | MUTCD/MDT Standard with Custom Cap

FRONT ELEVATION

1" = 1'- 0"



### **POST FOUNDATION AND BREAK AWAY SYSTEM** AS PER MDT SPECIFICATIONS



### **REAR ELEVATION**

1" = 1'- 0"

**Terrell** 

cushingterrell.com

**GENERAL NOTES** 

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construction. All final engineering

and conditions of the project are

the responsibility of the contractor.

Contractor shop drawings must be submitted for approval, prior to

The quality of fit and finish on the final product must meet or exceed

the requirements of these design

intent documents. Any variations

to design, materials, or fabrication methods must be approved by the

• Scaled examples shown are

for reference only, and do

not necessarily reflect actual

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fabrication and installation.

be referenced to the Sign Schedule. Messages shown

these drawings for actual

are for reference only.

• All welds shall be ground smooth, paint all seams.

tamper proof fasteners.

• All exposed hardware shall be

• All exposed edges painted to match adjacent face.

Fabrication

specifications. Colors shown

here are for general reference

• Sign messaging should

• Color systems should be referenced within

surveys may be required prior to

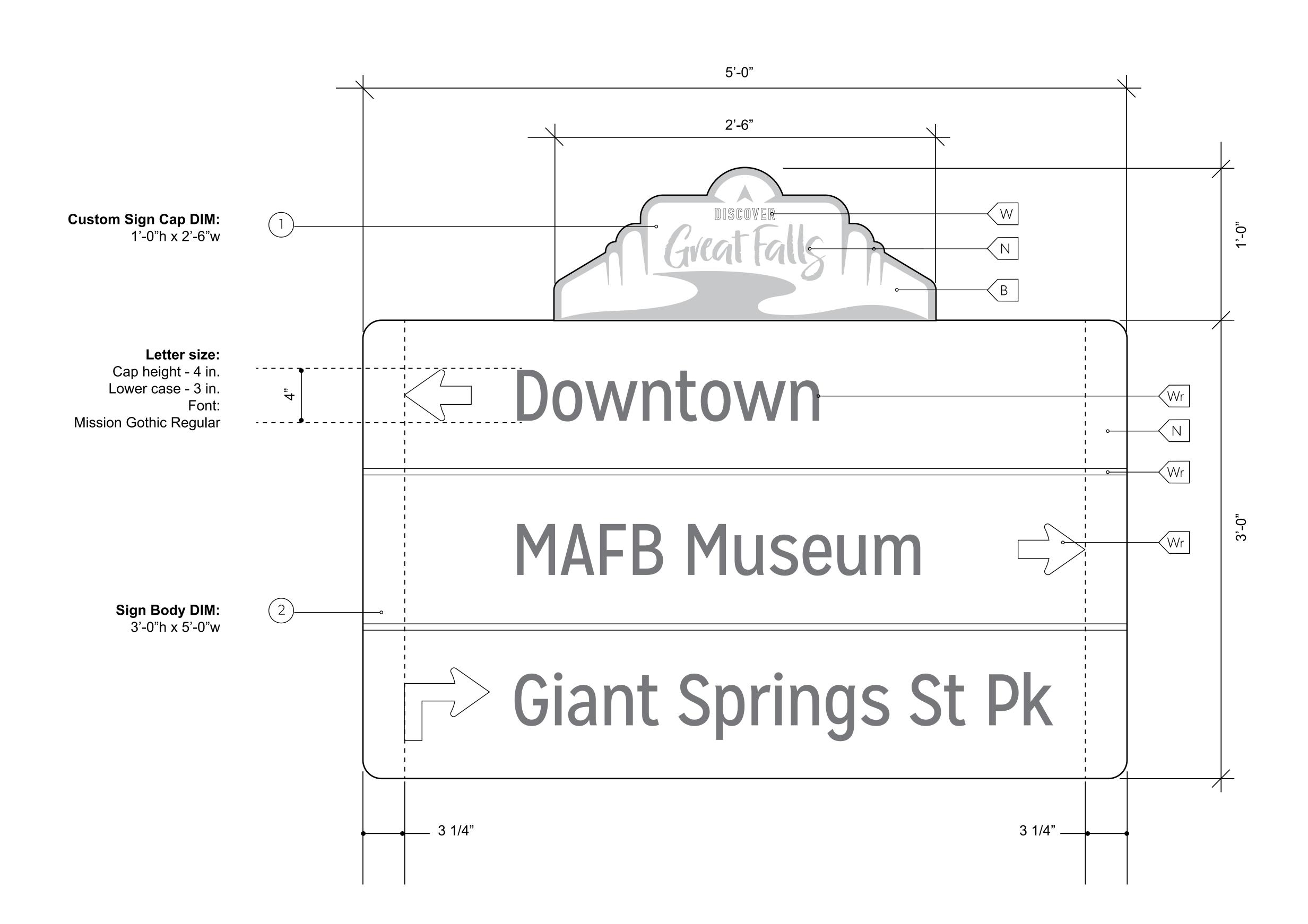
Owner or Representative.

proceeding with fabrication.

intent only and are not for

### MOTORIST DIRECTIONAL SIGNAGE

Community Wayfinding Sign | MUTCD/MDT Standard with Custom Cap



### **FABRICATION NOTES:**

### 1. SIGN TOPPER

blank; custom shape EDGES: routed, finished smooth GRAPHICS: printed latex on high intensity prismatic reflective vinyl COATING: 3m clear laminate with UV protection and scratch resistance FASTENERS: 1" drive rivets, 3/8" shaft

MATERIAL: .080 gauge aluminum sign blank (MUTCD standard) EDGES: routed, finished smooth GRAPHICS: printed latex on high intensity prismatic reflective vinyl COATING: 3m clear laminate with UV protection and scratch resistance

### **POST**

MATERIAL: 2" square galvanized steel tubing with perforated holes on all four sides

Breakaway System; verify location

### **RIVETS**

Tamper-proof blind rivets; contractor to determine size; locate rivets a minimum of 3" from edge of sign and where least likely to obscure sign message

Design illustrates possible mounting and/ or mounting hardware appearance and are for reference only. All hardware to be sized by contractor. Shop drawing submittals shall detail the actual hardware and connections. All connections must be designed for all applicable loads. Shop drawings shall not compromise the visual appearance of the sign shown.

### NOTES:

- These details for reference only; Use artwork files for sign copy editing and printing; See Sign Schedule for sign
- kerning and/or height to be approved by

MATERIAL: .080 gauge aluminum sign

### 2. SIGN PANEL

FASTENERS: 1" drive rivets, 3/8" shaft

### **POST ANCHOR**

MATERIAL: stainless steel

- copy, icons or symbols
- For destination names that exceed given dimensions/limits, adjust kerning and/ or text height; Any adjustments to text Owner before printing

GREAT FALLS WAYFINDING PL Great Falls Business Improvement District GREAT FALLS, MONTANA

**DESIGN INTENT DRAWINGS** 

NOVEMBER 2020





MATERIAL: .080 gauge aluminum sign GRAPHICS: printed latex on high intensity COATING: 3m clear laminate with UV

MATERIAL: 2" square galvanized steel tubing with perforated holes on all four

Black (K) to match Downtown Great Falls

or attached to existing street lamp posts via recommended mounting system as directed

2-1/4" drivable anchor or breakaway post;

determine size; locate rivets a minimum of 3" from edge of sign O.C., and where least

All attachment details to be verified and

Design illustrates possible mounting and/ or mounting hardware appearance and are for reference only. All hardware to be sized by contractor. Shop drawing submittals shall detail the actual hardware and connections. All connections must be designed for all applicable loads. Shop drawings shall not compromise the visual appearance of the

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Cushing

Terrell.

**cushingterrell**.com

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### Fabrication

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**GREAT FALLS WAYFINDING PL** 

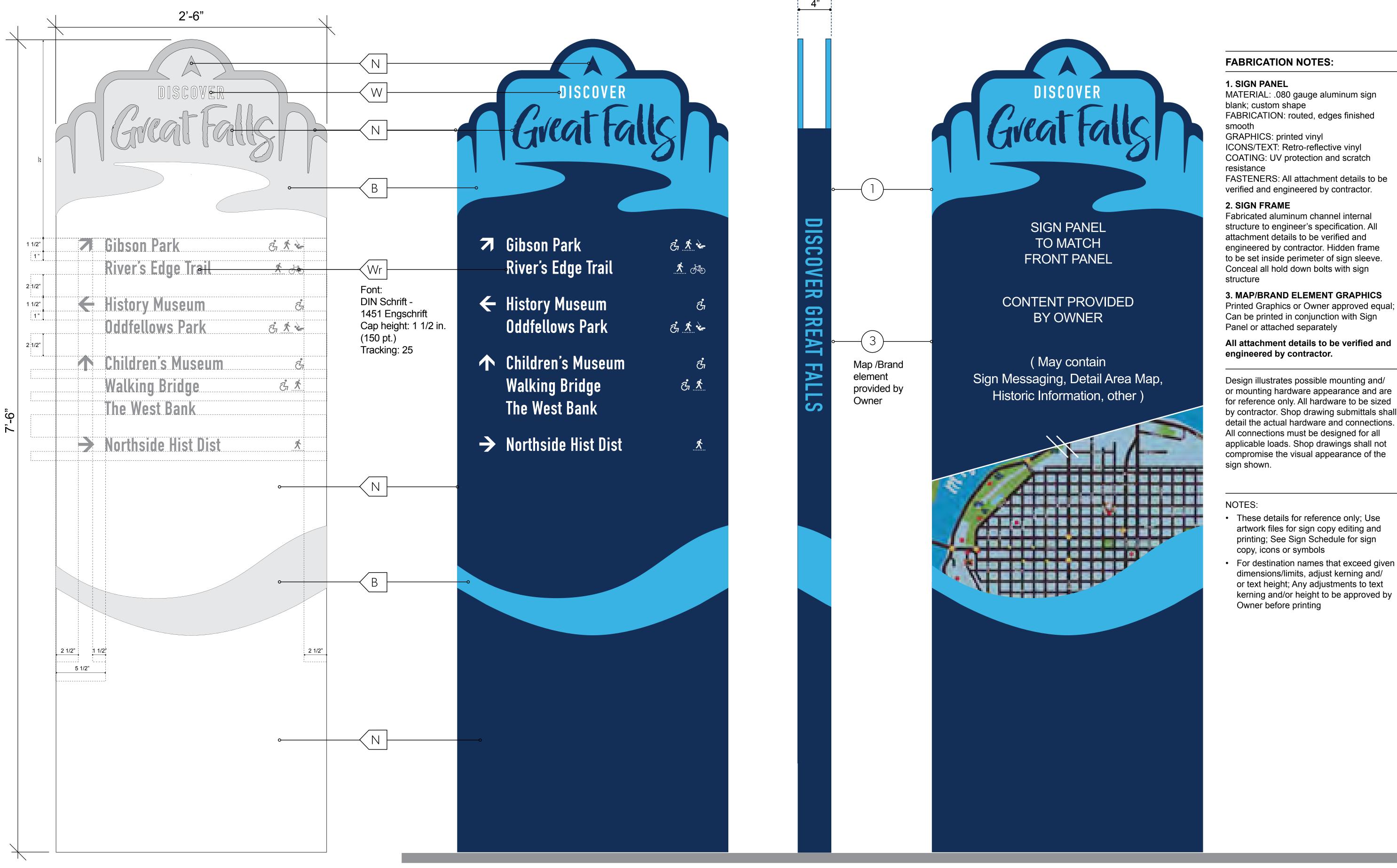
Great Falls Business Improvement District GREAT FALLS, MONTANA

**DESIGN INTENT DRAWINGS** 

NOVEMBER 2020

### **PEDESTRIAN TOTEM**

SIGN PANEL LAYOUT



FRONT ELEVATION

SIDE ELEVATION

**REAR ELEVATION** 

### Printed Graphics or Owner approved equal;

or mounting hardware appearance and are by contractor. Shop drawing submittals shall detail the actual hardware and connections.

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Cushing

Terrell

cushingterrell.com

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# **WAYFINDING PL GREAT FALLS**

Great Falls Business Improvement District GREAT FALLS, MONTANA

**DESIGN INTENT DRAWINGS** 

NOVEMBER 2020

FRONT ELEVATION

MAP ATTACHMENT

FRONT ELEVATION

**LEFT SIDE** 

structure to engineer's specification. All engineered by contractor. Hidden frame to be set inside perimeter of sign sleeve.

Printed Graphics or Owner approved equal;

All attachment details to be verified and

or mounting hardware appearance and are for reference only. All hardware to be sized by contractor. Shop drawing submittals shall detail the actual hardware and connections. All connections must be designed for all applicable loads. Shop drawings shall not compromise the visual appearance of the

- These details for reference only; Use artwork files for sign copy editing and printing; See Sign Schedule for sign
- dimensions/limits, adjust kerning and/ or text height; Any adjustments to text kerning and/or height to be approved by

SIDE ELEVATION

DESIGN INTENT DRAWINGS

NOVEMBER 2020

SHEET



Cushing Terrell

**cushingterrell**.com

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The quality of fit and finish on the

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to design, materials, or fabrication methods must be approved by the

• Scaled examples shown are

for reference only, and do not necessarily reflect actual

site conditions. Detailed site

fabrication and installation.

be referenced to the Sign

Schedule. Messages shown here are for general reference

Sign messaging should

Color systems should

be referenced within these drawings for actual specifications. Colors shown

are for reference only.

All welds shall be ground

tamper proof fasteners.

match adjacent face.

smooth, paint all seams.

• All exposed hardware shall be

• All exposed edges painted to

Great Falls Business Improvement District GREAT FALLS, MONTANA

GREAT FALLS WAYFINDING PL

**Fabrication** 

surveys may be required prior to

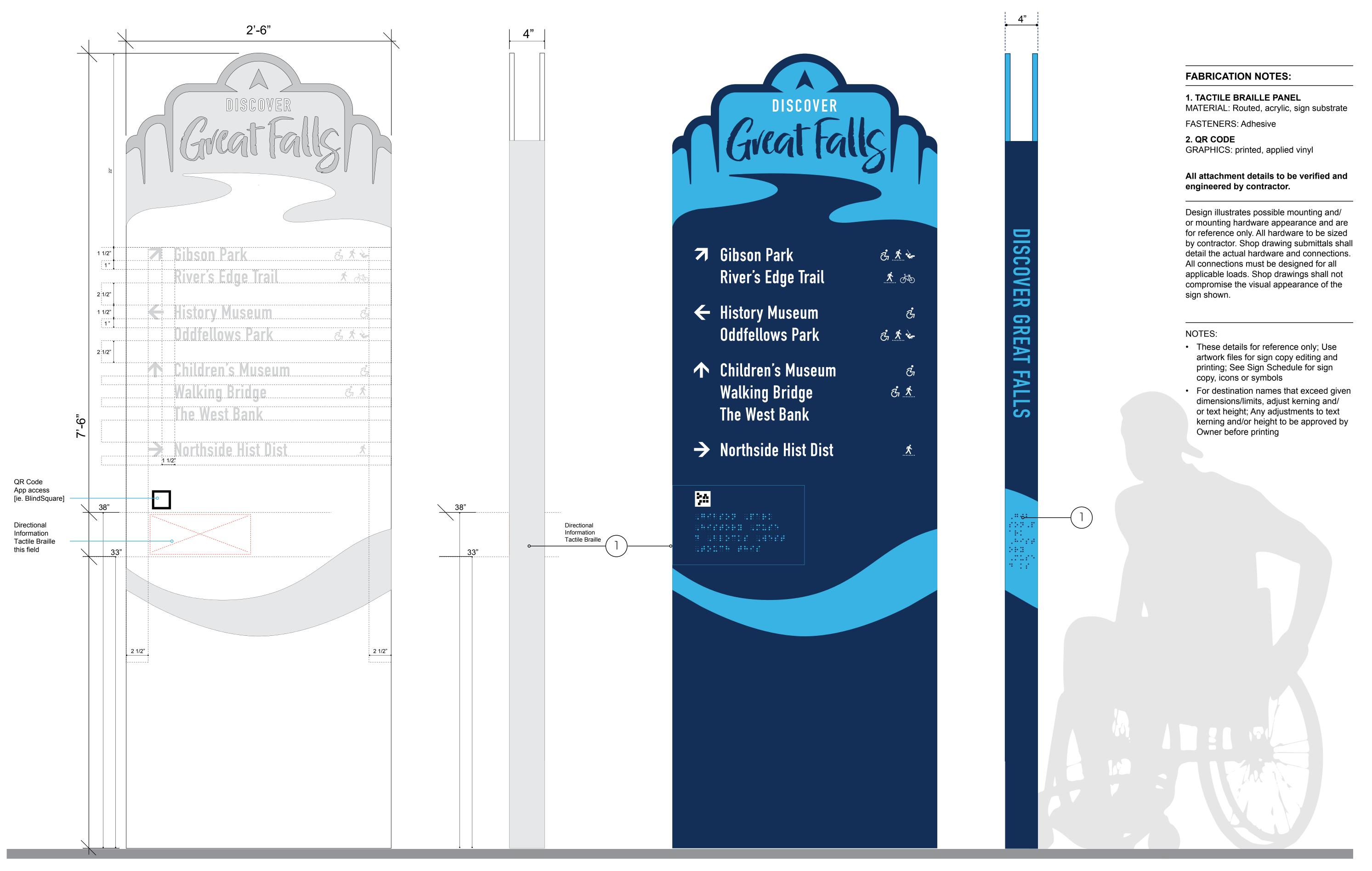
Owner or Representative.

final product must meet or exceed the requirements of these design

intent only and are not for

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### **ACCESSIBILITY FEATURES** | Typical to PED Totem and Kiosk



FACE ELEVATION SIDE ELEVATION FACE ELEVATION SIDE ELEVATION

### Cushing Terrell.

cushingterrell.com

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# GREAT FALLS, MONTANA GREAT FALLS WAYFINDING PLAN

Great Falls Business Improvement District GREAT FALLS, MONTANA

DESIGN INTENT DRAWINGS

NOVEMBER 2020

SHEET

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### **APPENDIX**

### **Design Activity Results**

### **Steering Committee Concepts**

Draw a simple sign shape of what you think could represent the Great Falls community character?

Describe it with one word or phrase.

example:

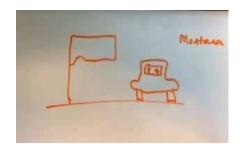
organized



Square with gentle corners (like a nerd 'square') "We generally don't think 'outside the box' but we are bendable/ moldable



Flow (die-cut shape)
The mullet of signs - "serious business side yet the vibe of movement and flow of the river"



Shape of **Montana**/unique shape (speaks MT)
want Forward thinking
More modern but slightly classic/
mid-century look; something
different & stands out, but not too



flashy or complicated

Conventional with a twist

We have fun & we do have interesting personalities in the community; we have a creative side but we need a little push sometimes because it is hidden and not out front



River and our proximity to the mountains/Natural **Fluid** 

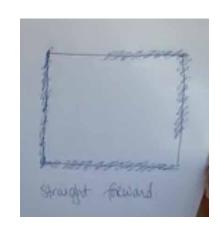


Water/Falls/River/Dams/Natural iconic Movement
Getting us Moving (forward)
getting people out and exploring our community



**Bison Skull -** holds historical value / brand recognition; easy to pick out on a landscape

Round cornered square with a river running through it - River provides orientation, Mighty Mo is the 'heart' running through the community Movement



Artistic Square - Fancy
Speak to embracing the art in the community
We are straight forward and honest /don't beat around the bush

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### **Design Activity Results**

### **Stakeholders Concepts**

Draw a simple sign shape of what you think could represent the Great Falls community character?

Describe it with one word or phrase.

example:

organized



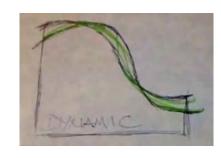
Square with gentle corners (like a nerd 'square') "We generally don't think 'outside the box' but we are bendable/moldable



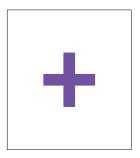
Shape of Montana/ unique shape (speaks MT) hard working / enjoy recreating



Circle (loosely)
Connected, dynamic
but uneven



Fluid shape **Dynamic,** changing & in motion



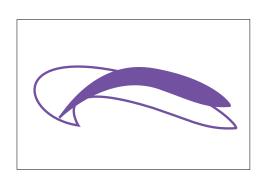
Plus sign
Positivity; tie to
electricity/ Electric City
- turn on the power
- positive charge of
energy;
Also the "add"sign add to and Grow



We are the 'Hidden Star' (uneven star)
great areas; spread out;
no central focal point



River shape or swoosh of a paint brush stroke Tie to the river and our history as a Western Art Community



Wave Form We undulate and grow and change;
dynamic; change ebbs and flows



'W' shape fluid; flowing dynamic 'W' stands for 'Welcoming' and Windy

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### **Design Reference Materials**

### **Downtown Great Falls Logo**



### **Great Falls Tourism Logo/Brand**

### THE BASECAMP STYLE GUIDE

Fonts, Colors, and Logo Useage For Our Brand

### **FONTS**

The following fonts should be used for best representation of the Great Falls Brand. Use bold text to create contrast between headings and paragraph text. Sticking to black or white colors for fonts will add to brand continuity.

Hello Bethy

AaBbCcDdEeffGgHhliJjkkllMmNnOoPPQqRvSsItUuVvVvVxXMyZz

Montserrat Regular

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuV vWwXxYyZz

**Montserrat Bold** 

AaBbCcDdEeFfGgHhliJjKkLlMmNnOoPpQqRrSsTtuV vWwXxYyZz

### SAMPLE HEADLINE

Montserrat Bold 200 Kerning

85% Black

Sample Body Copy Style Montserrat Regular or Monserrat Light 9-11pt 30 Kerning

85% Black

### Attributes

Attributes should be used sparingly and for singular words that reinforce the brand. Font size should be proportionate to the scaled size of the logo and be an appropriate color from the color palette or white for darker backgrounds.

### **COLORS**

The following color palette is used for the Great Falls brand and can be used for various styles ranging from text color to blocking. Using the predefined colors will ensure consistency and help you with branding. However, Designers should also use their own best judgment based on contrast, readabiliy, and specific media applications.

## Great Falls Montana Color Palette Indigo Blue PMS 648 | C100 M62 Y0 K52 R29 G61 B102 | HEX 032D58 Blue Slate PMS 645 | C55 M24 Y0 K9 R121 G160 B198 | HEX 7E98BA Green PMS 5555 | C43 M0 Y34 K38 R108 G138 B120 | HEX 72887E Gold PMS 613 | C0 M4 Y100 K30 R188 G167 B5 | HEX B0A200 Spanish Orange PMS 130 | C0 M30 Y100 K0 R237 G172 B26 | HEX EDAC1A





### **Schematic Design Concepts**

Community identification concepts







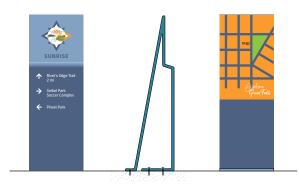


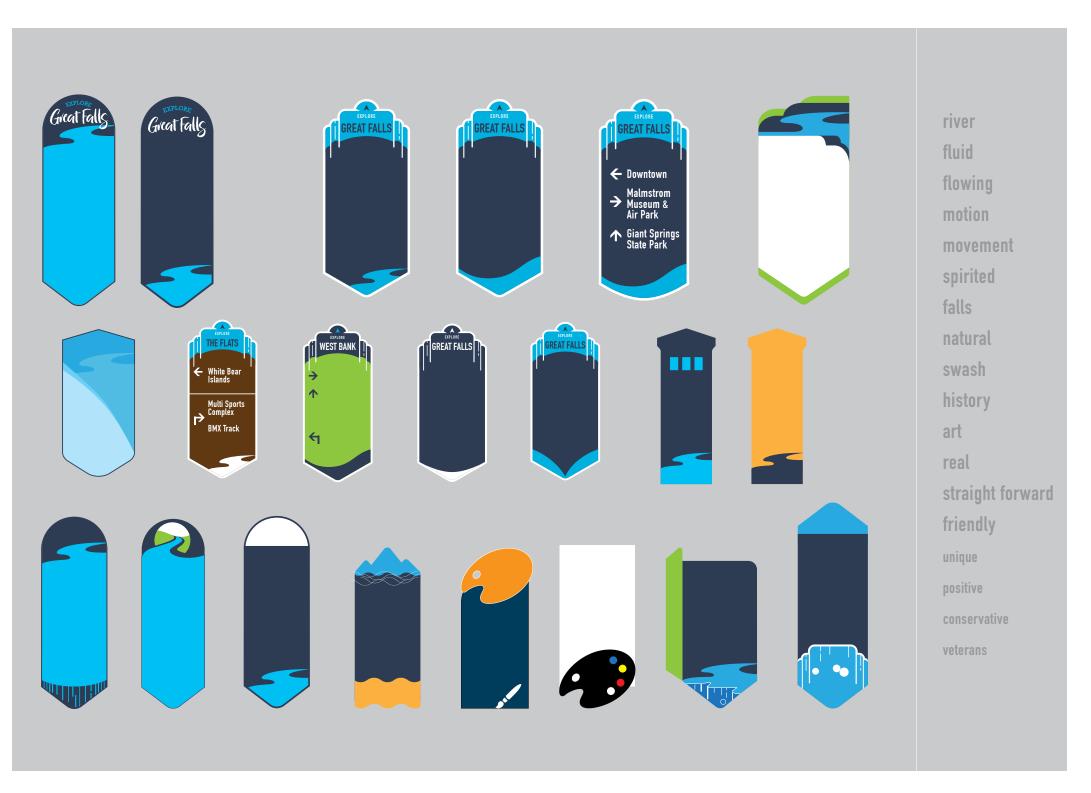








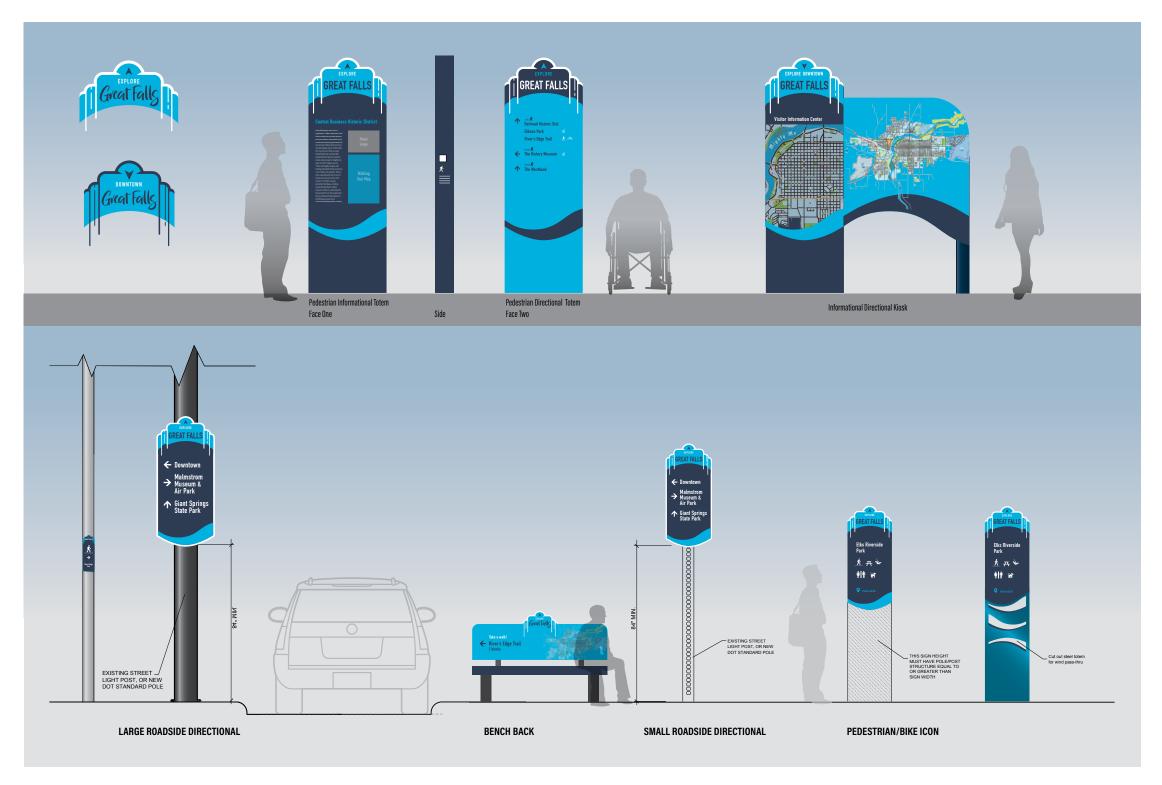




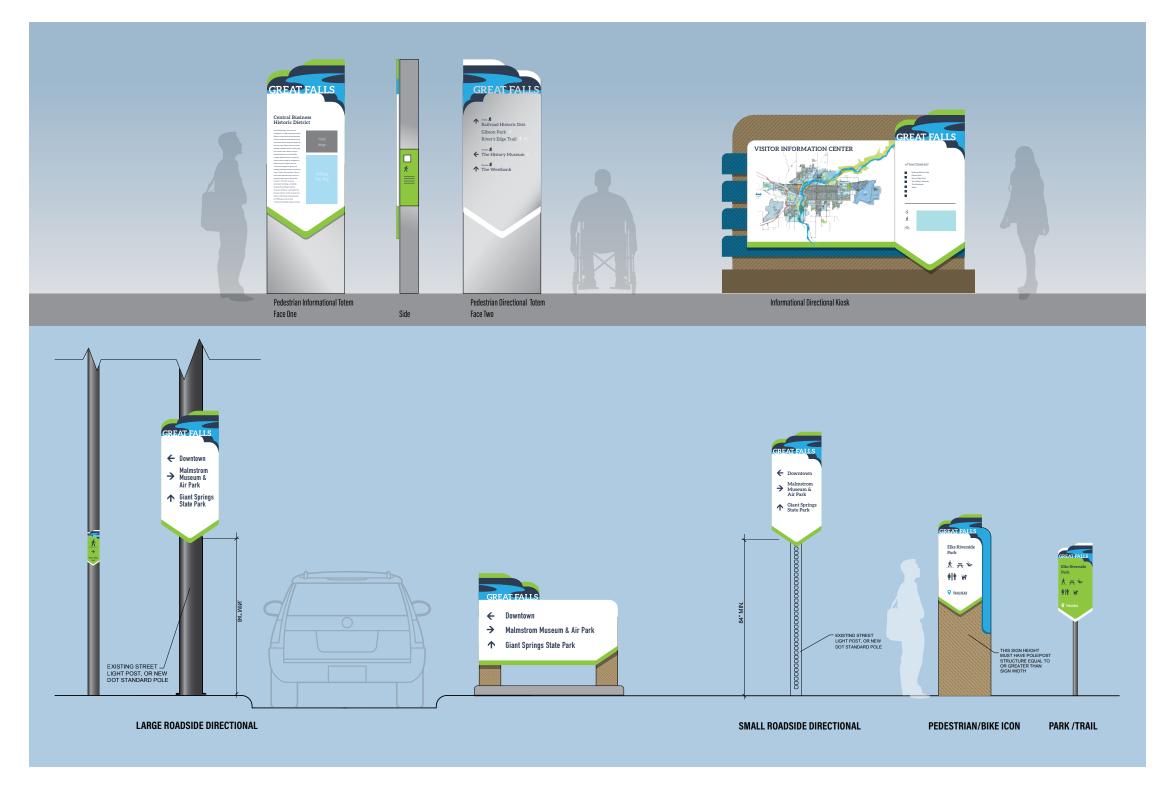
194

### **Proposed Designs**

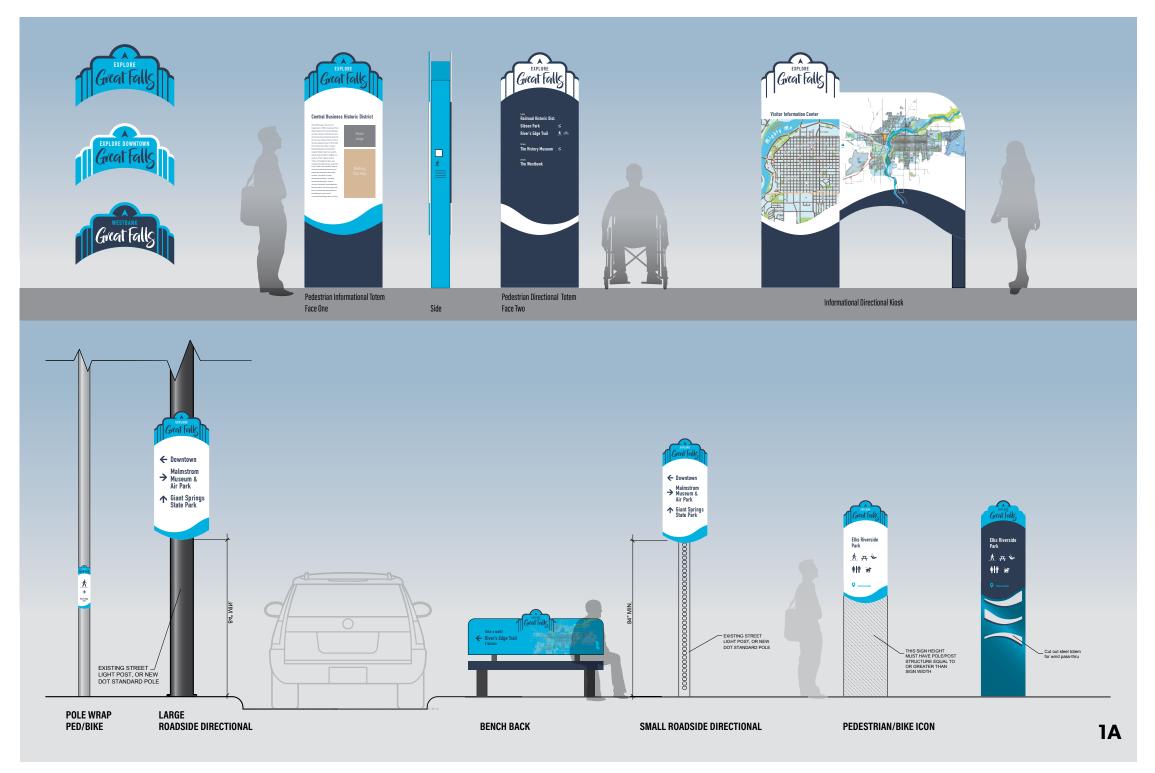
Schematic Design Option 1



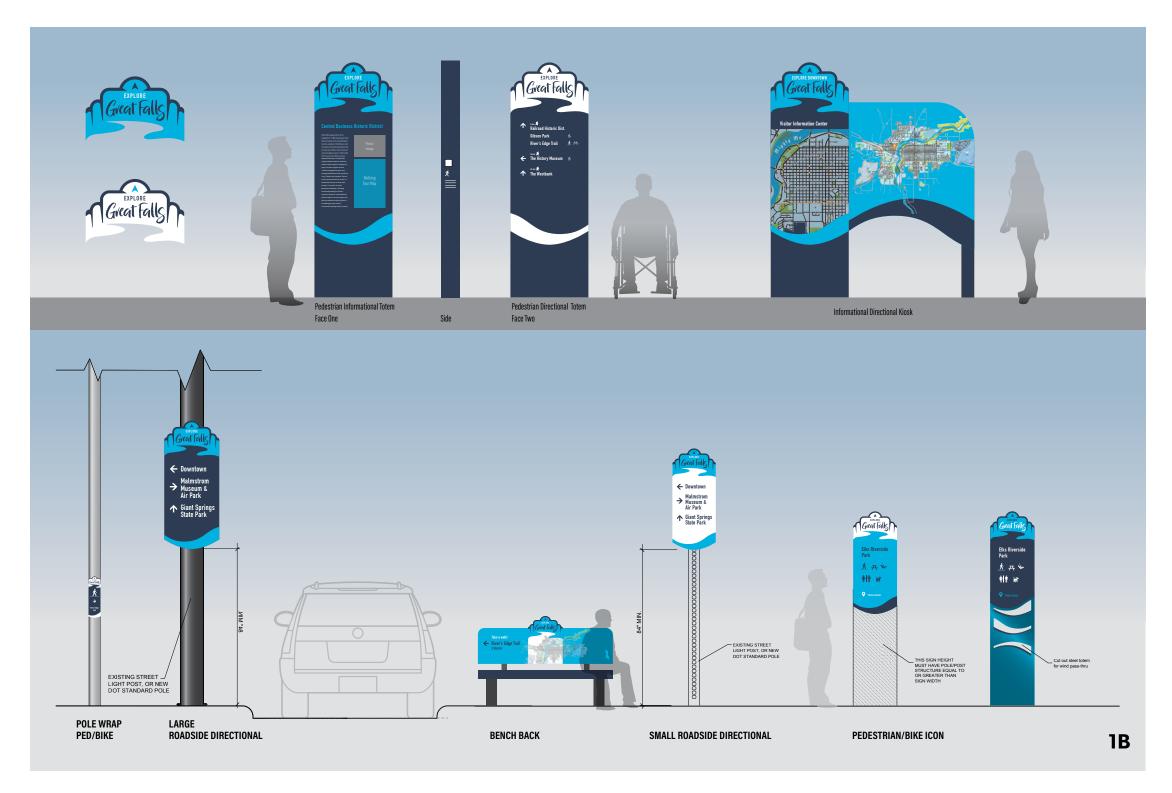
Schematic Design Option 2



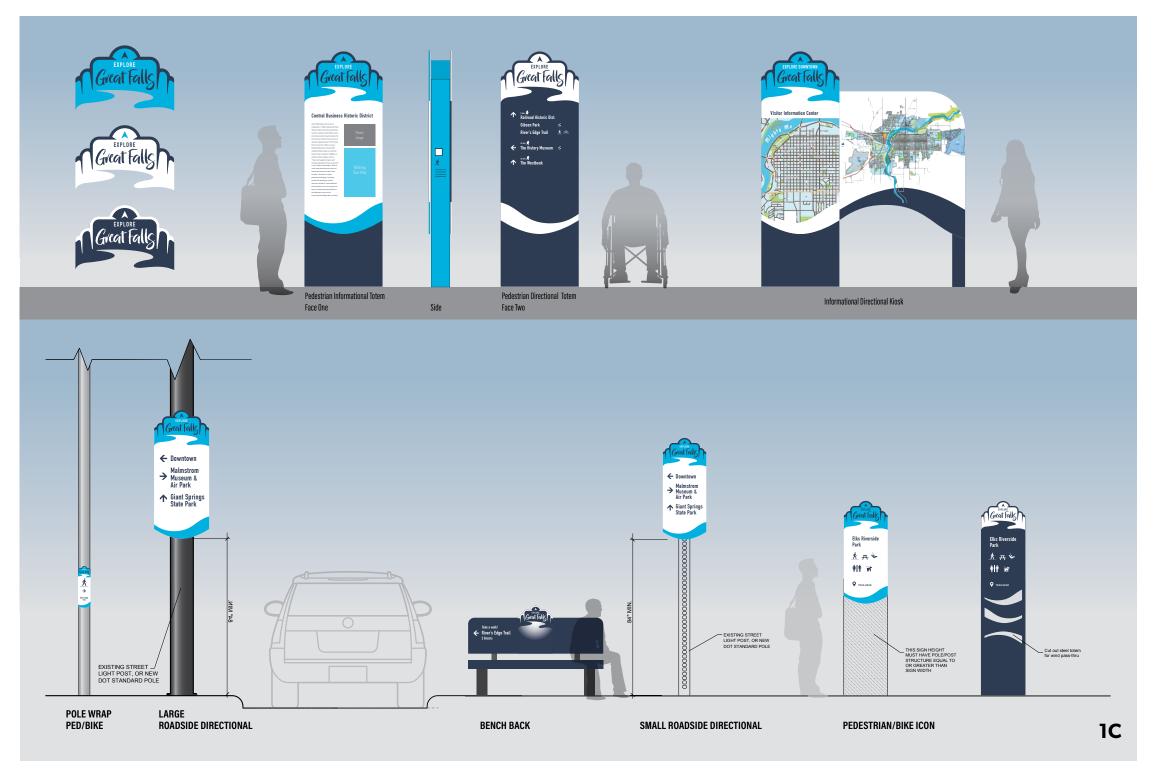
Design Development
Option 1A



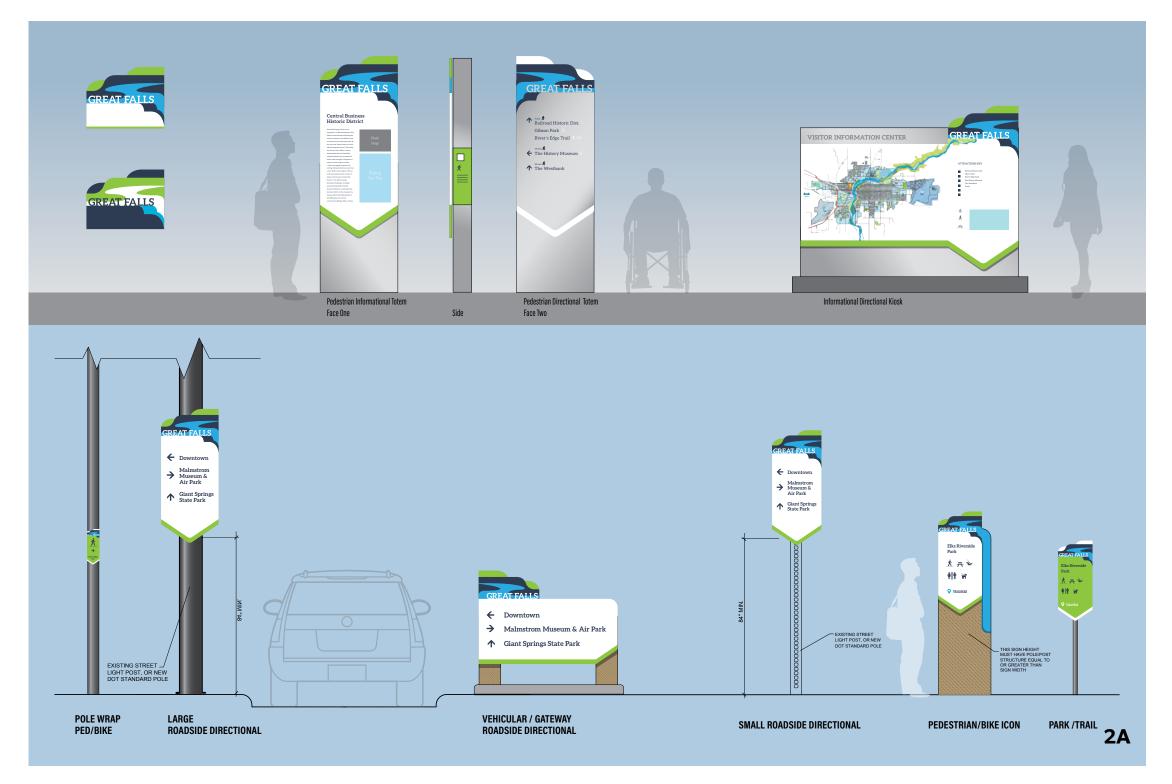
Design Development Option 1B



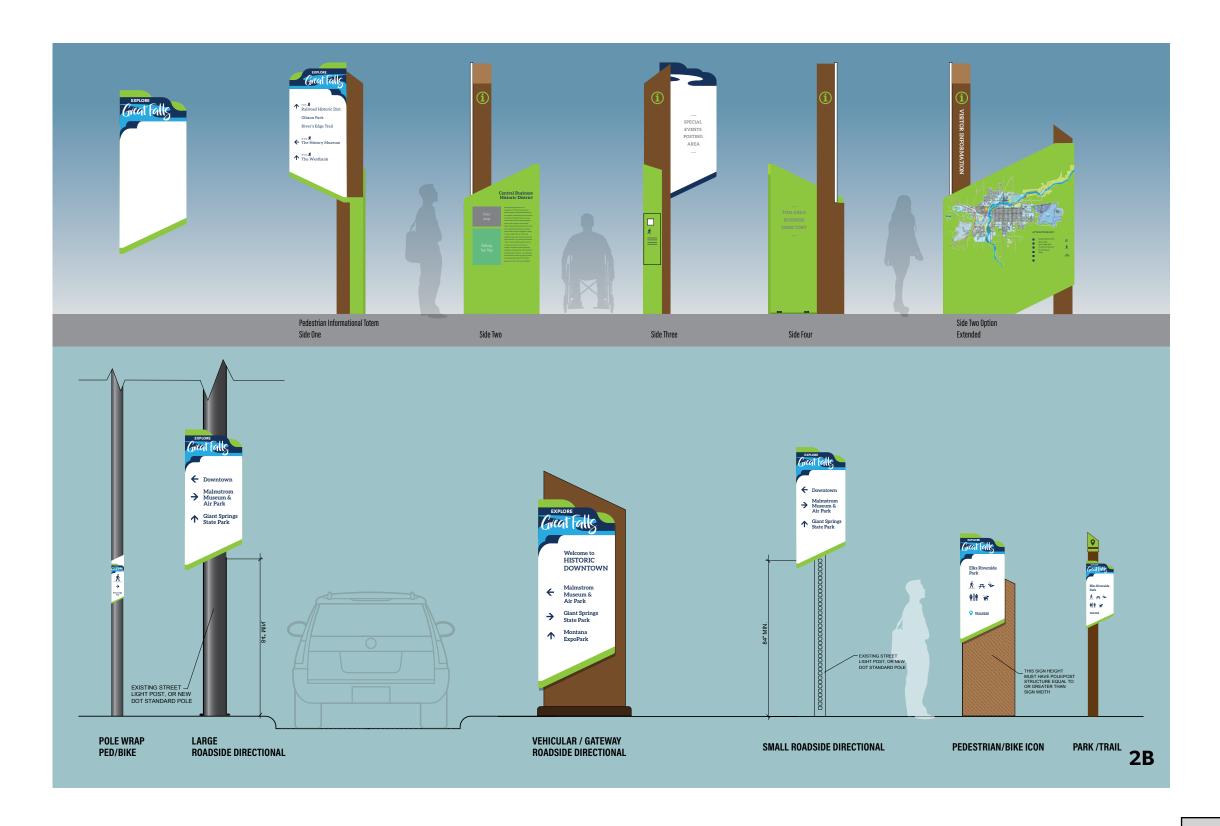
Design Development
Option 1C



Design Development
Option 2A



Design Development Option 2B



Design Development Option 2B



### **Gateway concepts**

[Cushing Terrell only / unshared with Core Team]







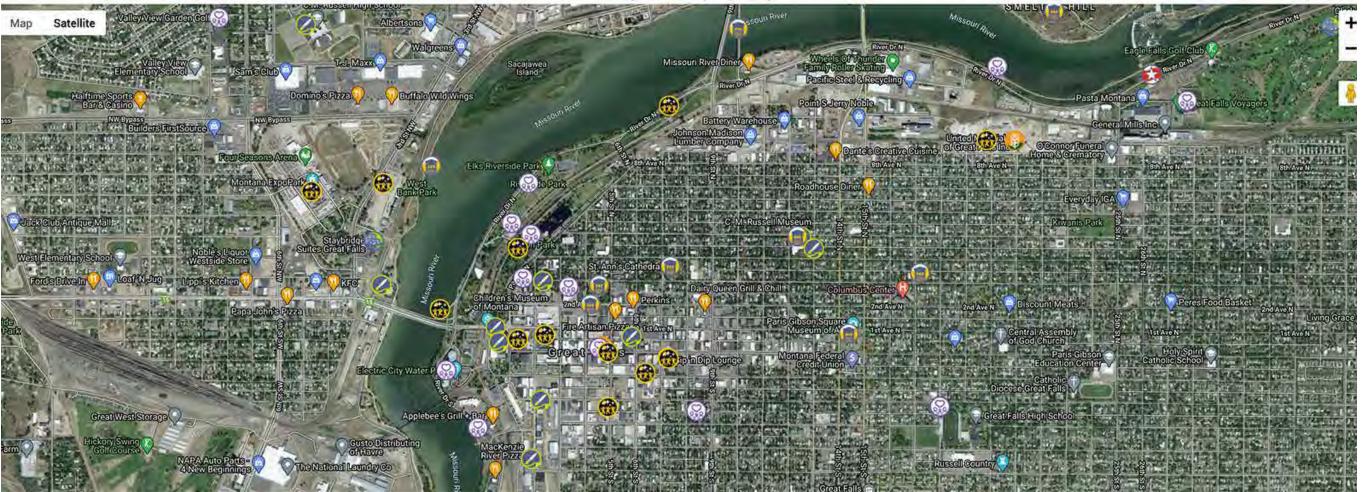
### **APPENDIX**

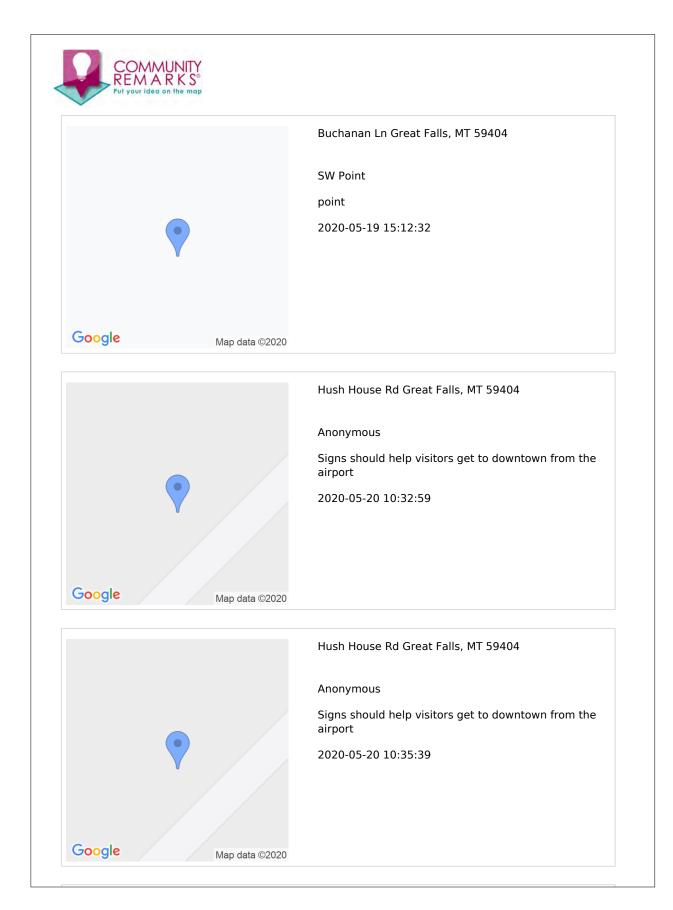
### **Community Remarks**

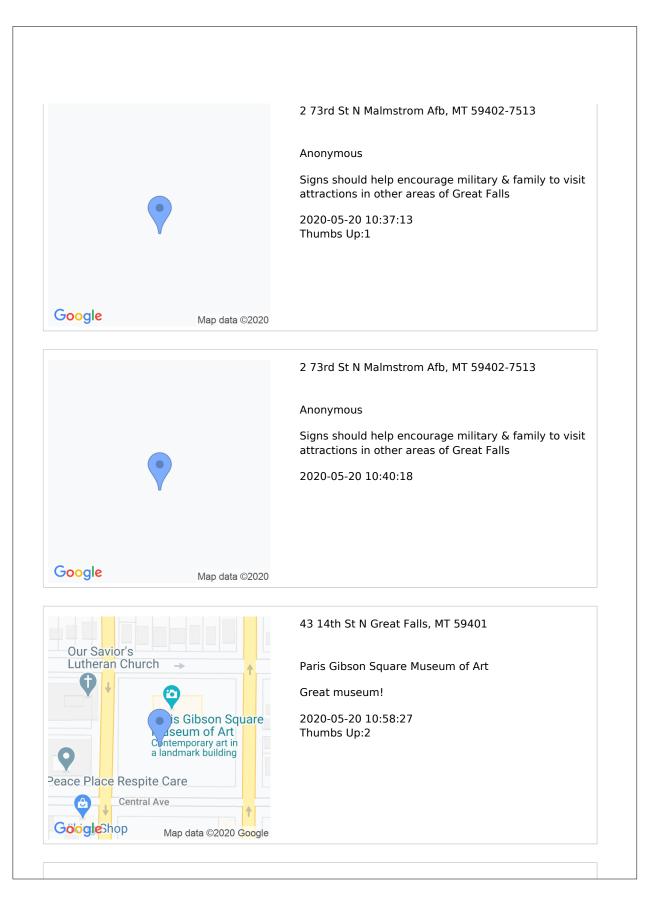
Destination Pin Mapping and comments from the Great Falls community.

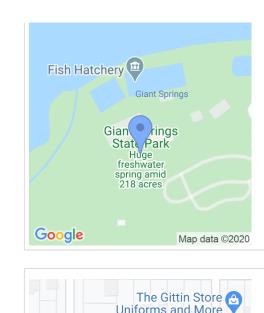


Commenting is now closed, thank you for participating









4709 Giant Springs Rd Great Falls, MT 59405

Anonymous

Great place to spend time with family and hike or play

2020-05-20 10:58:59



1248 5th Ave N Great Falls, MT 59401

Charles M Russell Museum

Another great museum

2020-05-20 11:01:17 Thumbs Up:2

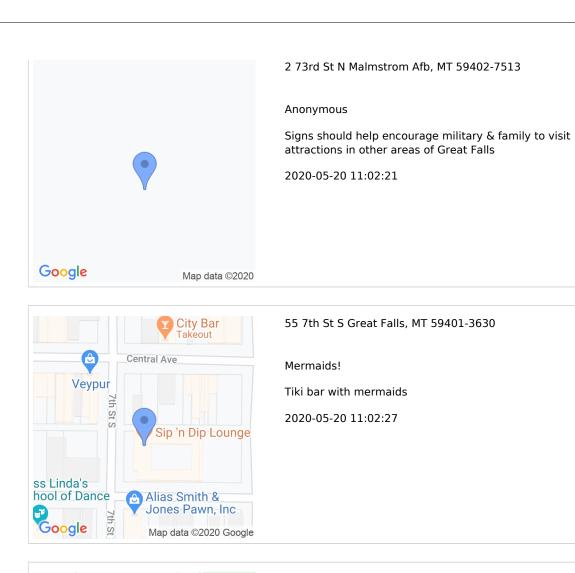


439 12th St N Great Falls, MT 59401

Anonymous

Great museum and historic home site. Great for families.

2020-05-20 11:01:46 Thumbs Up:1





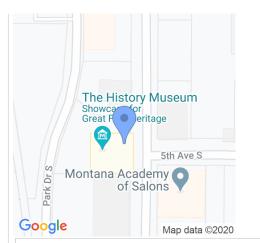
Overlook Dr Great Falls, MT 59405

Flag hill aka Overlook Park

Our HUGE flag that overlooks our beautiful city

2020-05-20 11:04:53

205



420 2nd St S Great Falls, MT 59405-1816

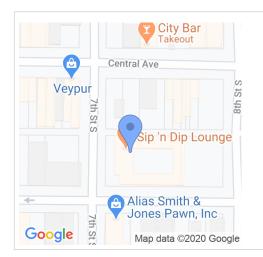
History Museum

Great museum that offers the history of o our local area

2020-05-20 11:07:55 Thumbs Up:1

### Anonymous

Covers not only Great Falls but the whole county! Has exhibits, giftshop and archives.

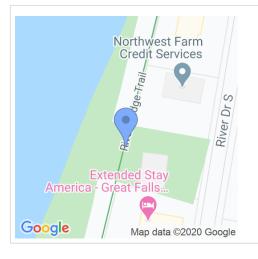


57 7th St S Great Falls, MT 59401-3630

### Anonymous

Sip n Dip Lounge - I tell my friends if you are visiting or enjoying an evening out downtown Great Falls, you have to go here at least once!

2020-05-20 11:08:01

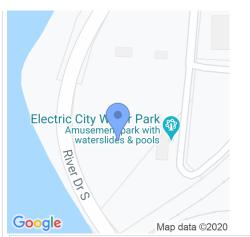


River's Edge Trl Great Falls, MT 59405

### Anonymous

Rivers Edge Trail - When I travel here for work, I usually stay in one of these hotels, so I have direct access to walk the trail morning and evening! great trail - peaceful along the river and goes for miles if you want to!

2020-05-20 11:13:30 Thumbs Up:1



60 River Dr S Great Falls, MT 59405

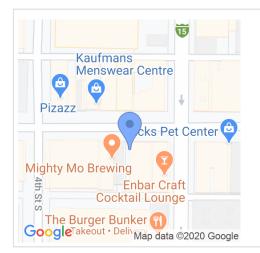
### Anonymous

Water Park and Pool - great fun for families - and access to the trail  $% \left( 1\right) =\left( 1\right) \left( 1\right)$ 

2020-05-20 11:32:13

### Cory Jassen

Electric City Water park is a fun family place. The "wave rider" is very exciting for older kids (and adults) There is a not-so-lazy lazy river for floating, and a large general play pool with slides.

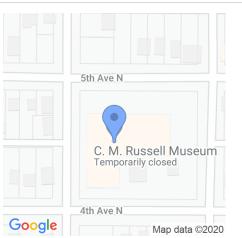


464 Central Ave Great Falls, MT 59401-3116

### Anonymous

Central Ave Meats and Mighty Mo Brewing, etc. Local sourced and made products, knowledgeable staff, very welcoming and informative of how their products are made & raised.

2020-05-20 11:41:49 Thumbs Up:1

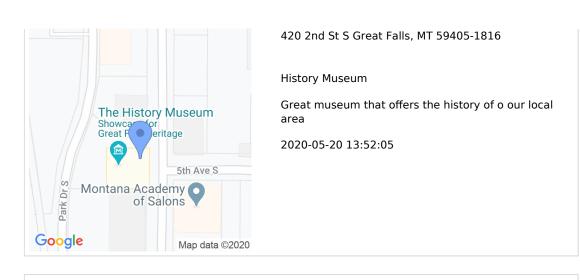


439 12th St N Great Falls, MT 59401

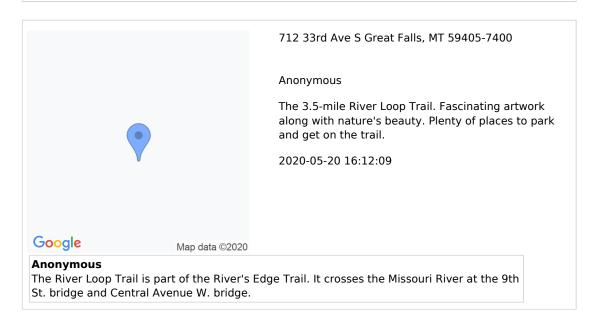
### Anonymous

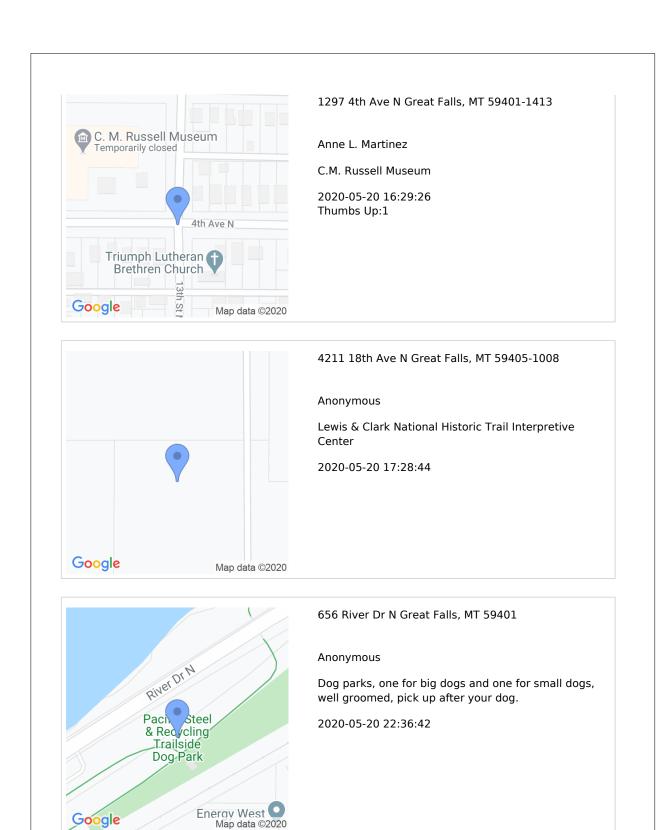
Great museum and historic home site. Great for families.

2020-05-20 11:44:00







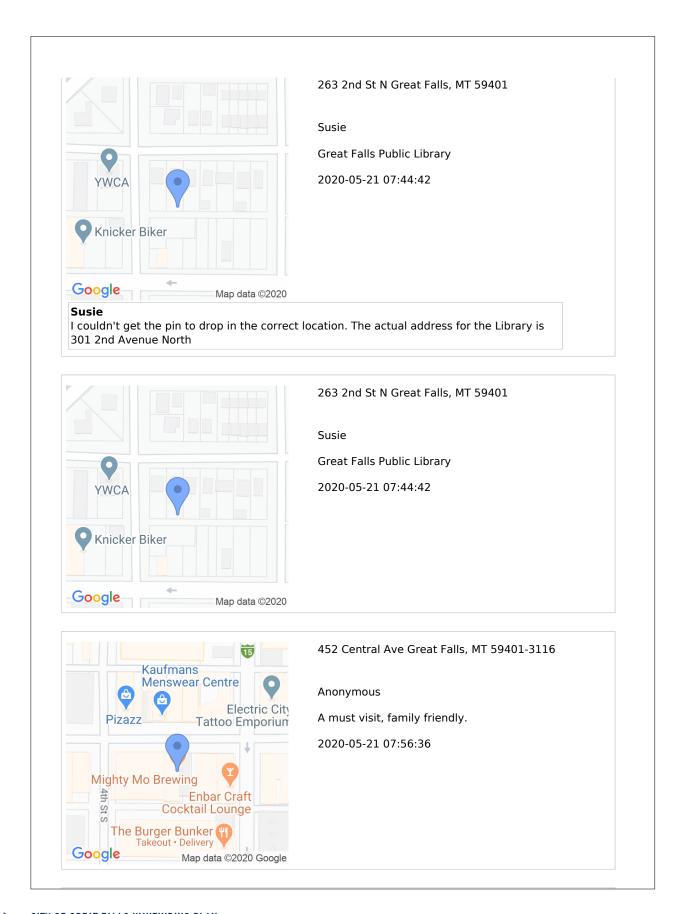


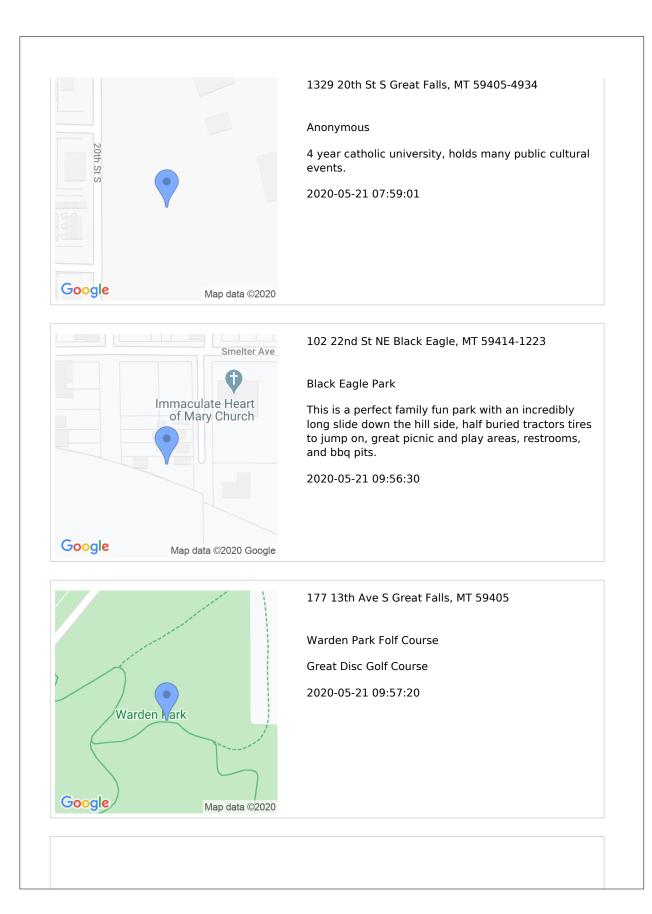
Wonderful and happy place to visit with people from Great Falls and those from out of

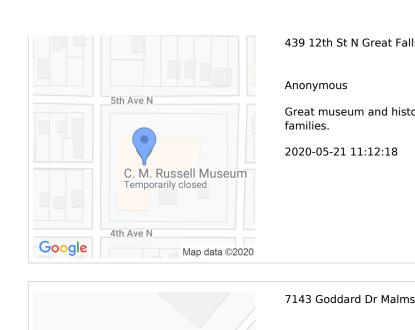
Google

Anonymous

town and Canada.







Map data ©2020

439 12th St N Great Falls, MT 59401

Great museum and historic home site. Great for

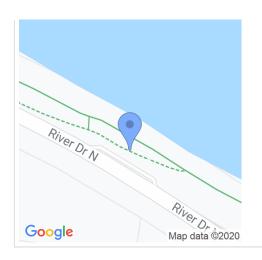
7143 Goddard Dr Malmstrom AFB, MT 59402

Redhorse Unit, Malmstrom AFB

2020-05-21 16:55:17

Kaufmans Menswear Centre Jacks Pet Center Mighty Mo Brewing Enbar Craft Cocktail Lounge

44 5th St S Great Falls, MT 59401-3621

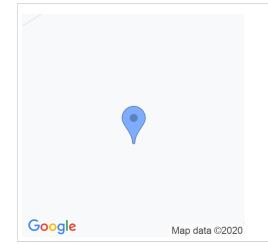


Rivers Edge Trl Great Falls, MT 59401

Anonymous

The caboose and Rivers Edge Trail

2020-05-21 23:29:50



3328 River Dr N Great Falls, MT 59401

**Donald Peterson** 

Black Eagle Falls

2020-05-22 10:28:31

**Donald Peterson** US District Court #

137 Central Ave W Great Falls, MT 59404-2825

Statue of Sacajawea on E side of court house

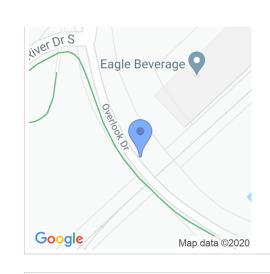
2020-05-22 10:32:17

Google Map data ©2020 Google

Tim Peterson The Block Bar and Grill 2020-05-21 23:11:33 The Burger Bunker
Google Takeout • Delivery
Ma Map data ©2020 Google

86 > CITY OF GREAT FALLS WAYFINDING PLAN

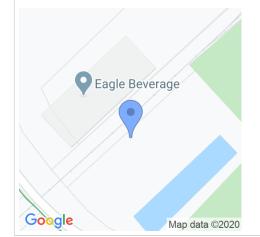
Google



9 Overlook Dr Great Falls, MT 59405-4178

Phil

Lewis and Clark; Explorers at the Portage statue 2020-05-22 13:01:35



1099 Broadwater Dr Great Falls, MT 59405-4079

GFPD - Adrienne Ehrke

Great Falls and Cascade County Law Enforcement Memorial at Flag Hill

2020-05-22 13:02:16

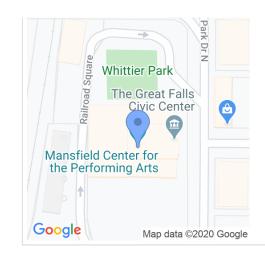


669 3rd St NW Great Falls, MT 59404-4108

Phil

Lewis and Clark site; grizzly chased Lewis into the Missouri River here

2020-05-22 13:06:07 Thumbs Up:1



101 Central Ave Great Falls, MT 59401-3109

Anonymous

Mansfield Center for the Performing Arts

2020-05-22 13:22:47

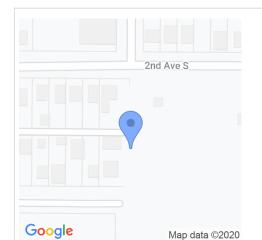


6368 Rainbow Dam Rd Great Falls, MT 59404-6040

Anonymous

Crooked Falls

2020-05-22 22:49:09

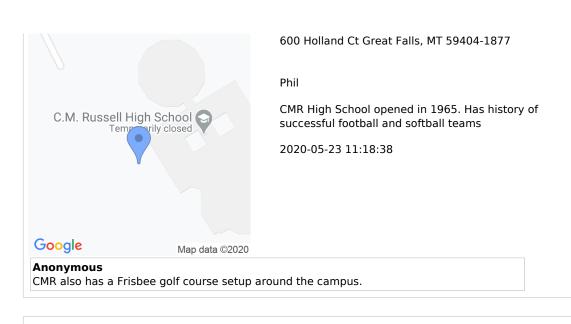


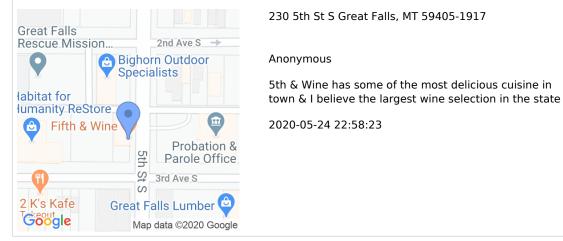
137 18th St S Great Falls, MT 59405

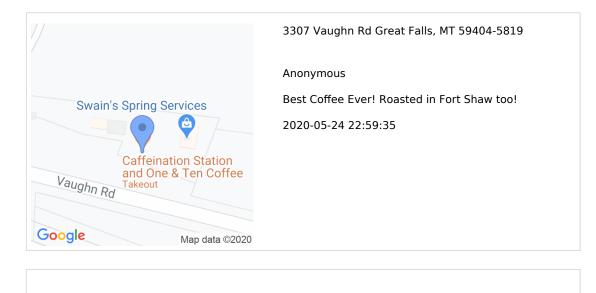
Phil

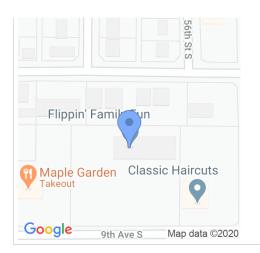
Memorial Stadium the city's primary sporting venue for high school sports

2020-05-23 11:09:17







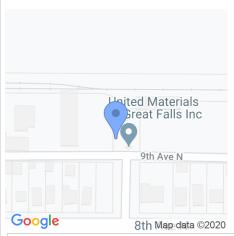


5544 8th Ave S Great Falls, MT 59405-5802

Anonymous

The kids love Cosmic Night at Flippin Flamily Fun

2020-05-24 23:01:37



812 21st St N Great Falls, MT 59401

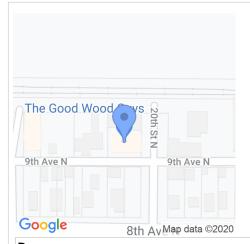
Susan Crocker

The Good Wood Guys provide urban sawmill demonstrations for the public, teaching about reclaiming urban wood, the biology of the tree, and woodworking processes. They also have classes and seasonal events, including a fall wooden pumpkin patch and a Santa's wood shop for kids.

2020-05-26 12:38:59 Thumbs Up:2

### Justin

Always worth a visit to see, especially if it's a Saturday @10am because they are usually milling a log!!! Also you should stop in to see Josie the good Wood puppy!! She loves visits!!



844 20th St N Great Falls, MT 59401-1320

Anonymous

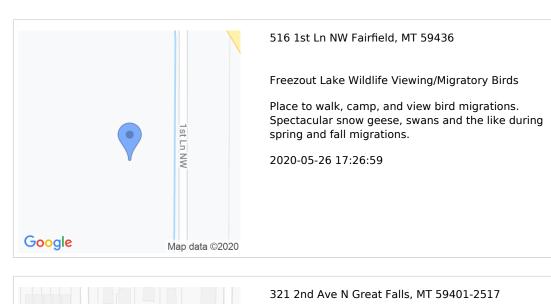
A great place to learn about Great Falls and good wood.

2020-05-26 13:05:18 Thumbs Up:2

### Doug

So much more than a place to buy beautiful wood! Urban sawmill demonstrations (kid friendly!) and great explanations of the science behind the growth rings. Awesome wood fragrances fill the showroom of custom projects, many with intriguing copper or silver inlays. A place to be inspired!

211



Sreat Falls Public Liberry

Cascade County Elections

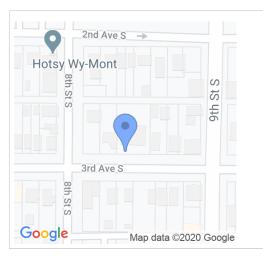
2nd Ave N

Wells Fargo ATM
Map data ©2020

Susie

Great Falls Public Library

2020-05-27 11:54:27



839 3rd Ave S Great Falls, MT 59405-2102

Rage Rooms of Mt

We ALL know how Stressful Life can Be! We provide an outlet for individuals to relieve built up stress and anxiety in a safe environment, in a healthy way where you don't have to clean up the mess! OR JUST SMASH STUFF FOR FUN!

2020-05-28 13:49:45



218 River Dr S Great Falls, MT 59405

Soren Chargois

Nice place to take kids

2020-05-28 16:26:57



200 4th Ave N Great Falls, MT 59401-2307

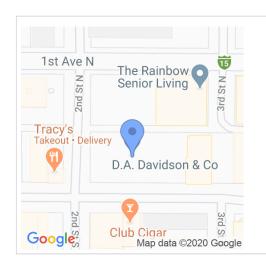
Soren

Park for kids - best in GF

2020-05-28 16:27:49

### Cory Jassen

Gibson Park is a very nice park. Nice playground for kids. Lot's of nice green space to spread out and fine your own area. The perimeter walking path is more than a mile around, great for walking/jogging.

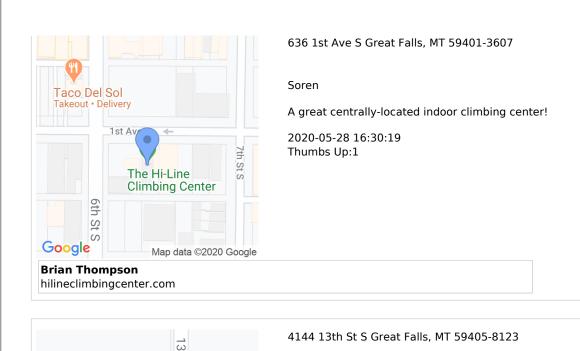


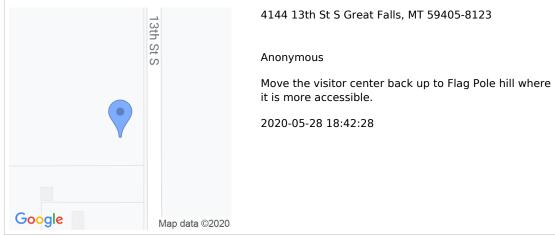
239 Central Ave Great Falls, MT 59401-3111

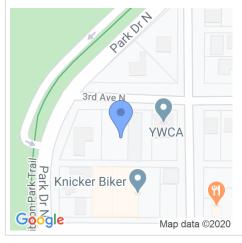
Soren

Davidson Plaza - need to make this an even more central, welcoming place! Maybe a water feature...

2020-05-28 16:29:16





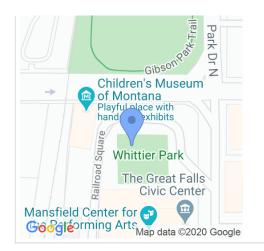


140 3rd Ave N Great Falls, MT 59401-2417

### Anonymous

The history museum on 2nd st south has a great collection of cascade county and great falls history. They also have a nice gift shop and admission is free

2020-05-28 18:51:19

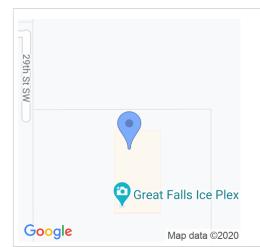


31 Railroad Sq Great Falls, MT 59401

Children's Museum of Montana

Fun and educational exploration that is a must see for

2020-05-28 20:39:37



2201 46th Ave SW Great Falls, MT 59404

Jeff

This is the Great Falls IcePlex. Great place for hockey, skating, and other events that happen up here.

2020-05-29 09:48:07

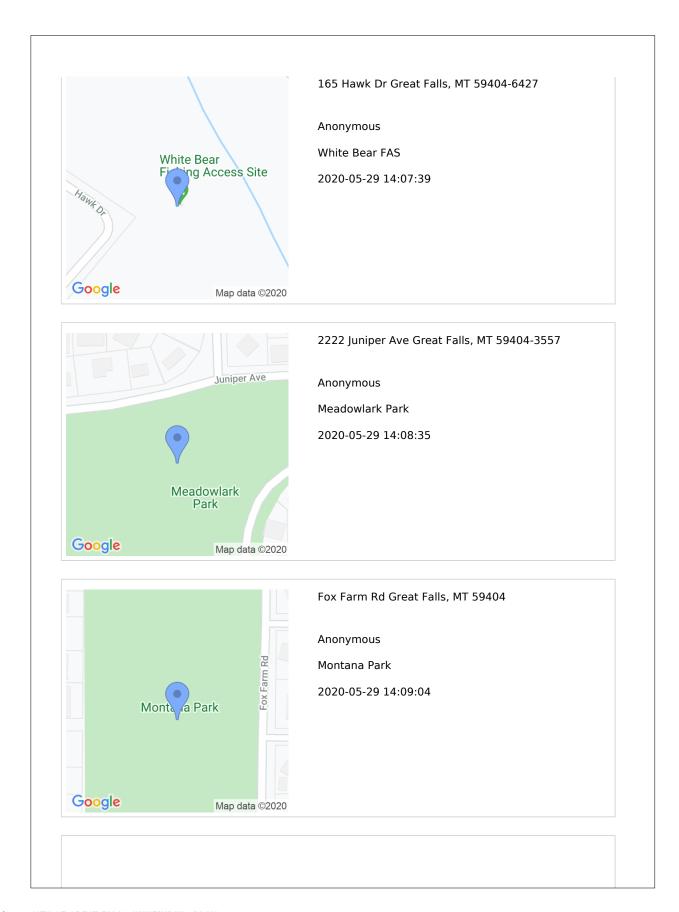


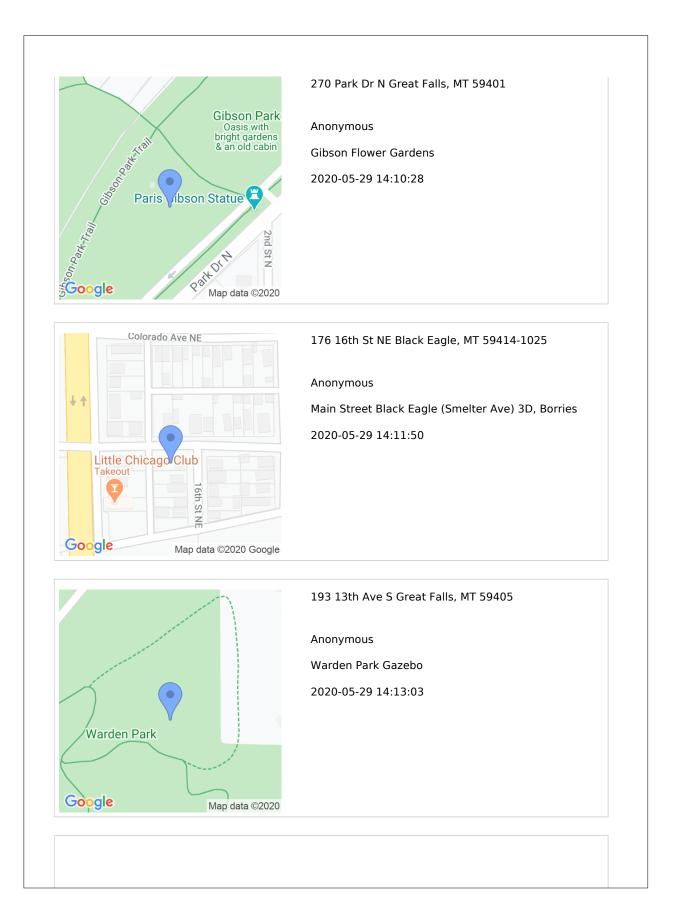
1198 El Paso Dr Great Falls, MT 59404-3716

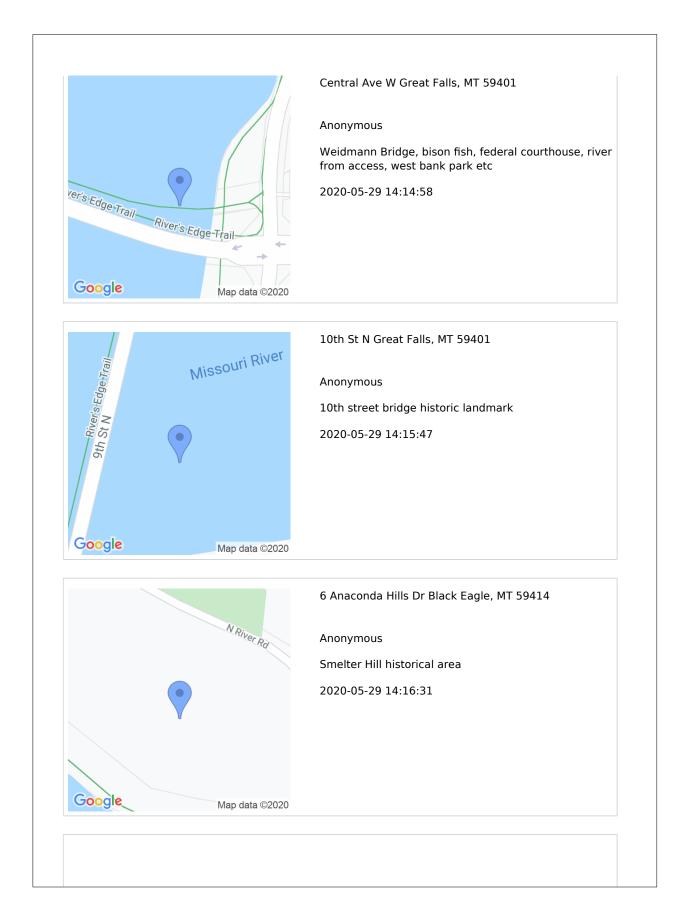
Anonymous

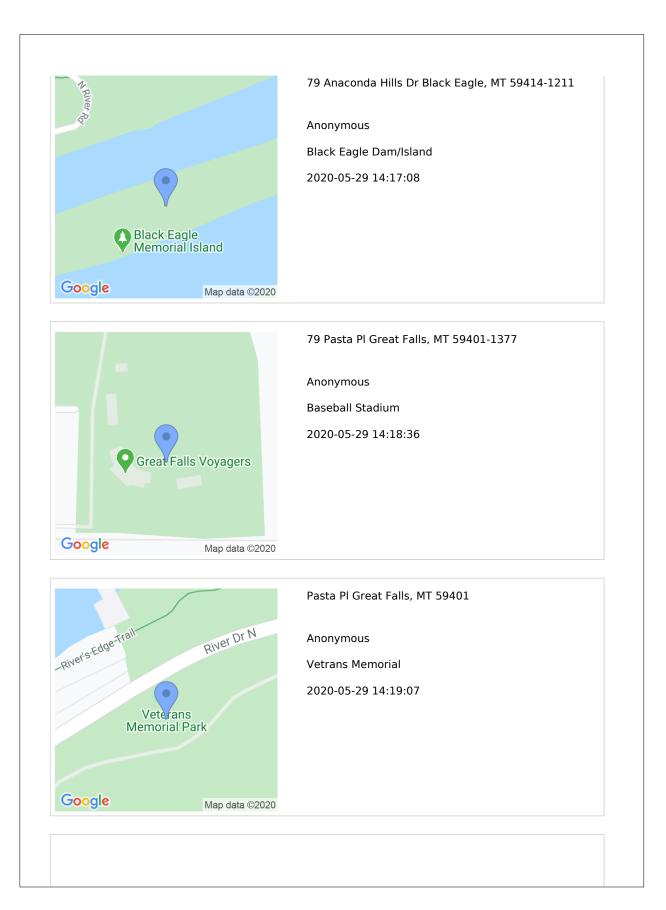
Westside Little League

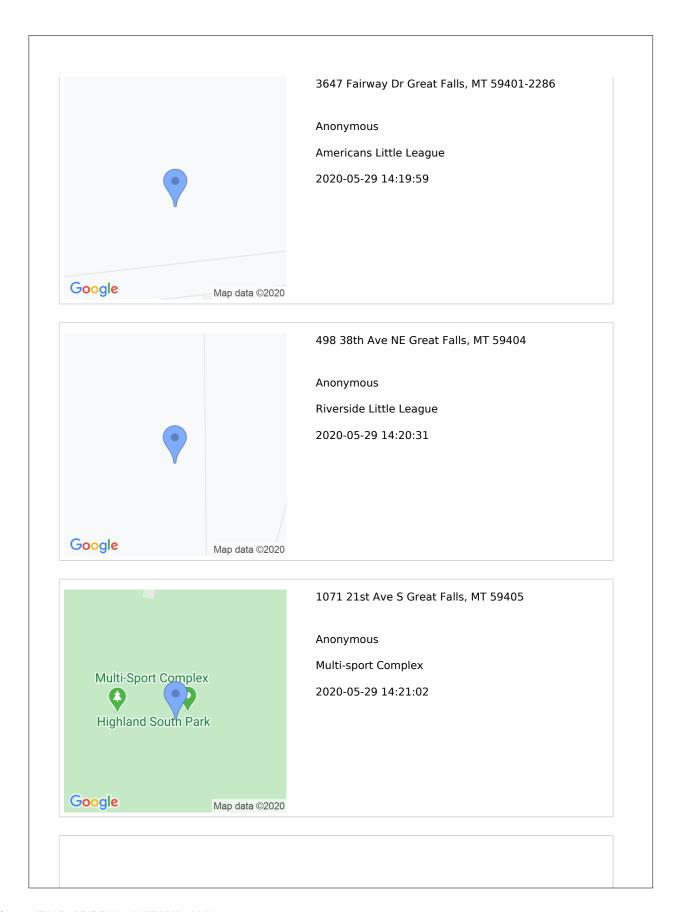
2020-05-29 14:06:43

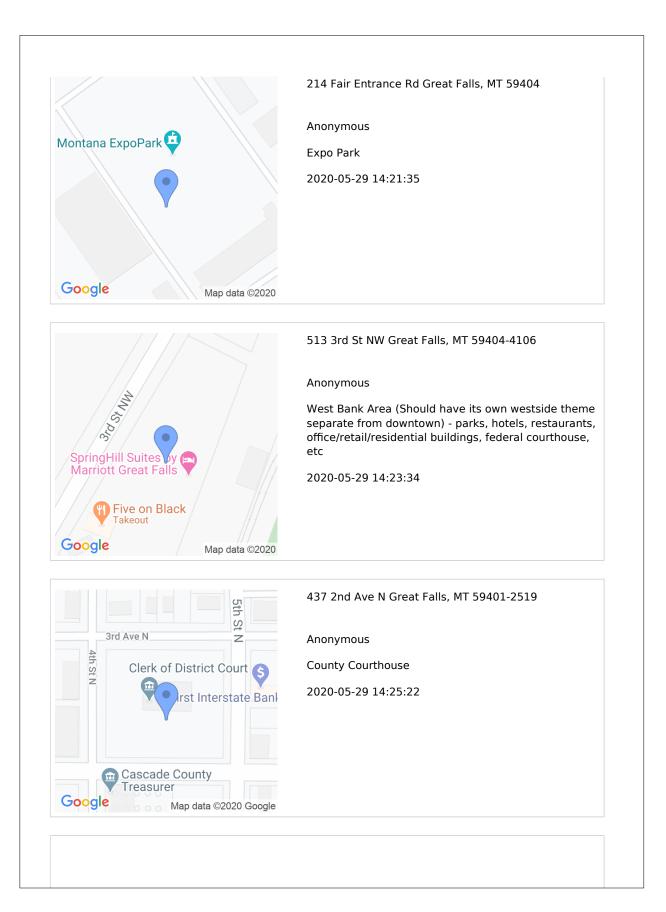














448 River Dr N Great Falls, MT 59401

### Anonymous

Riverside park - Skate park, playground equipment, trail, tennis courts

2020-05-29 14:26:08



8994 US Highway 89 Great Falls, MT 59405-8039

### Anonymous

there should be a sign here that says something about downtown GF, with the logo, maybe with directions like turn at 2nd st s.

2020-05-29 14:27:26



Giant Springs Rd Great Falls, MT 59405

### Cory Jassen

The parking lot at Rainbow dam is the stepping off place to some great mountain biking trails which are part of the Rivers Edge Trail system. They are existing challenging trails and only minutes from Great Falls.

2020-05-29 18:29:31

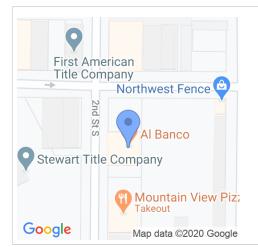


101 2nd Ave NW Great Falls, MT 59404

### Cory Jassen

West Bank Park is a great spot to park for a walk or run on the rivers edge trail. You can do the "bridge loop" for about 4 miles total, crossing the Weissman Bridge and the 9th St. Bridge. There are many nice sculptures along the trail as well as view of the river and historic sites.

2020-05-29 18:38:26



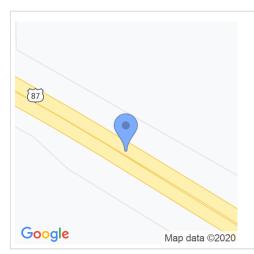
199 2nd St S Great Falls, MT 59405-1802

### Anonymous

Family owned and operated business with amazing coffee, focusing on coffee bean origin without all the surgery frills, seasonal menus with attention to presentation and locally sourced when possible.

Nothing like it in town! Attractive to visitors, especially from larger cities with similar coffee options.

2020-05-29 20:50:40



8994 US Highway 89 Great Falls, MT 59405-8039

### Anonymous

there should be a sign here that says something about downtown GF, with the logo, maybe with directions like turn at 2nd st s.

2020-05-31 22:38:57

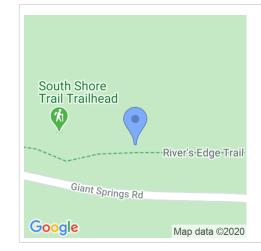


8994 US Highway 89 Great Falls, MT 59405-8039

Anonymous

there should be a sign here that says something about downtown GF, with the logo, maybe with directions like turn at 2nd st s.

2020-06-01 11:52:18

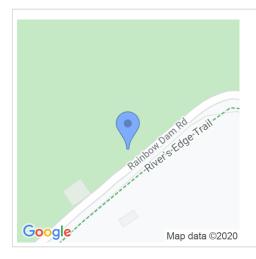


Giant Springs Rd Great Falls, MT 59405

South Shore Hiking and Mountain Biking trail head

Intermediate to advanced bike trails. Beautiful views.

2020-06-03 15:14:24 Thumbs Up:1



6479 Rainbow Dam Rd Great Falls, MT 59404-6040

Brian Thompson

North Shore hiking and biking trails. Intermediate to advanced.

2020-06-03 15:15:53



176 Ryan Dam Rd Great Falls, MT 59404-6006

Brian Thompson

Ryan Island Park. Great place to view the falls of the Missouri and have a picnic.

2020-06-03 15:17:03

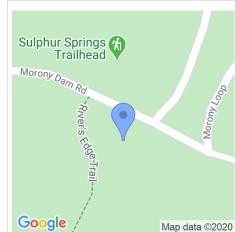


184 Ryan Dam Rd Great Falls, MT 59404-6006

Brian Thompson

River's edge trail near Ryan dam. Head upstream or downstream for some great mtn biking.

2020-06-03 15:18:20



1191 Morony Dam Rd Great Falls, MT 59404

Brian Thompson

Sulphur Springs trail, Lewis and Clark sites, Mountain biking and hiking.

biking and hiking.
2020-06-03 15:19:53

218



926 River Dr S Great Falls, MT 59405

Brian Thompson

Odd Fellows Park and Broad water Bay. Great place to launch for paddle boarding or canoeing the Missouri and Sun River.

2020-06-03 15:21:22

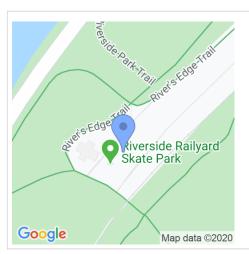


137 Central Ave Great Falls, MT 59401-3109

**Brian Thompson** 

Kellergheist Pub Theatre

2020-06-03 15:24:03

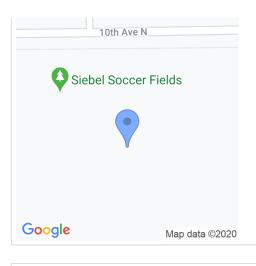


426 River Dr N Great Falls, MT 59401

**Brian Thompson** 

Skate Park

2020-06-03 15:24:46



5322 10th Ave N Great Falls, MT 59405

Brian Thompson

Siebel Park Soccer Complex

2020-06-03 15:26:55



4743 Giant Springs Rd Great Falls, MT 59405

**Brian Thompson** 

Mountain bike and hiking trails. Rolling plains and coulees. Good place close to town to get exercise.

2020-06-03 15:28:20



733 3rd Ave N Great Falls, MT 59401-1501

Brian Thompson

St Ann's Cathedral

2020-06-03 15:32:23



1722 23rd St S Great Falls, MT 59405-5143

**Brian Thompson** 

Great Falls College- Montana State University

2020-06-03 15:34:25

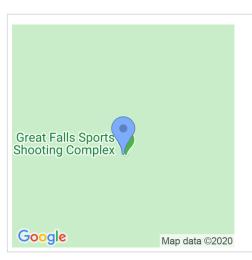


1604 25th Ave NE Black Eagle, MT 59414

Brian Thompson

Black Eagle Brewery

2020-06-03 15:36:05

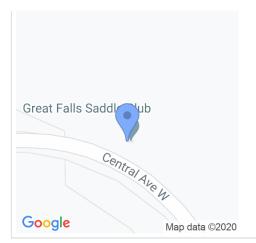


32 Sportsman Trl Great Falls, MT 59404-6015

Anonymous

Not quite sure what category to pin this under, but this seems like a great amenity so close by!

2020-06-03 15:36:36



Sun River Park Rd Great Falls, MT 59404

Anonymous

Great Falls Saddle Club - is this open to the public for riding?

2020-06-03 15:54:55



1997 Airport Dr Great Falls, MT 59404

City overlook

This road has pull offs that provide spectacular vies of the Great Fall area.

2020-06-04 16:27:03



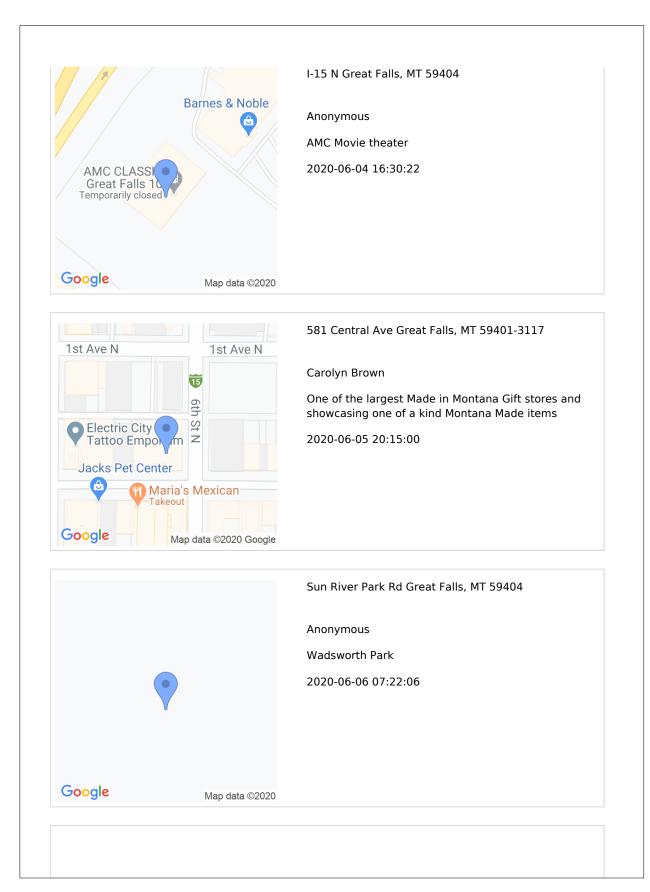
1665 Upper River Rd Great Falls, MT 59405

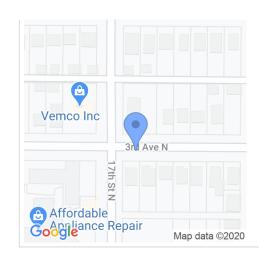
Anonymous

One of the best hills in Great Falls to go sledding.

2020-06-04 16:28:43

220



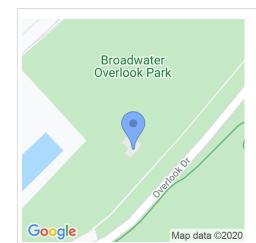


1718 3rd Ave N Great Falls, MT 59401-2715

## Anonymous

Several homes in this area are part of the historic society for various reasons and have plaques depicting as much. Being here showcases the beautiful, well kept homes and what they mean for the history of our area.

2020-06-06 07:24:21



53 Overlook Dr Great Falls, MT 59405-4178

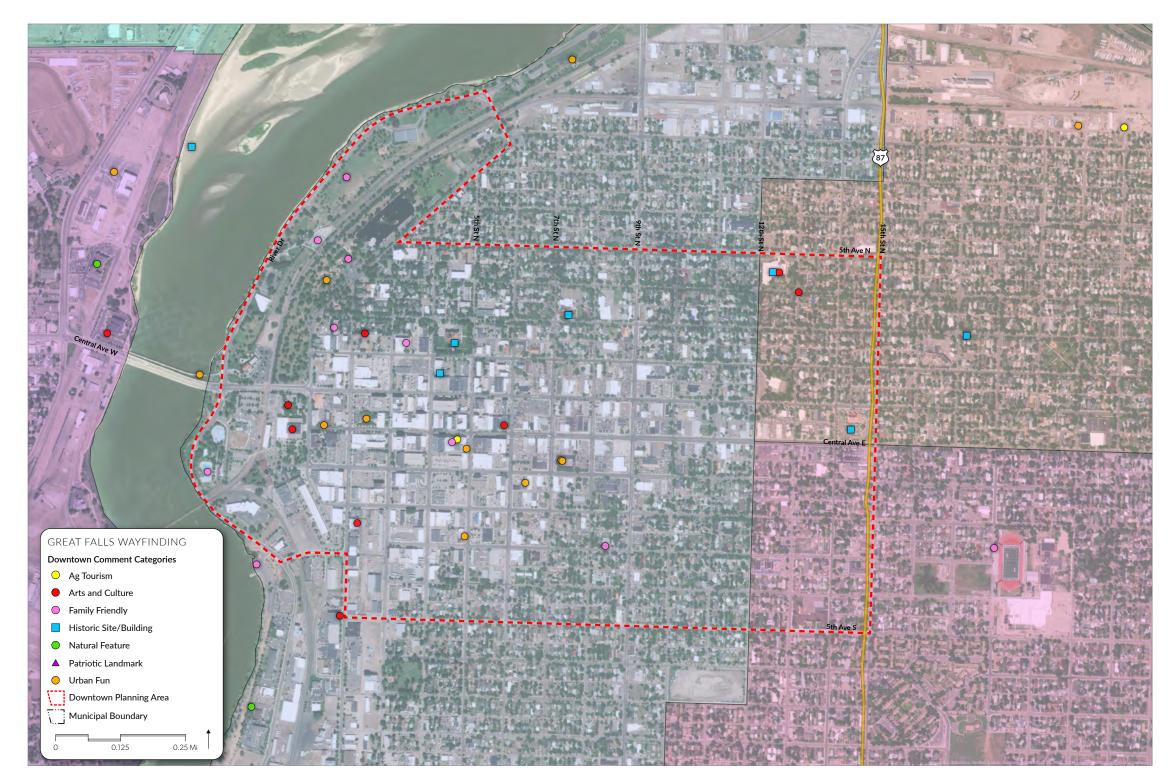
## Anonymous

The memorial for officers, the flag, and the loss of the information center. If this could have still remained here maps could have been given out there and hotels to showcase downtown. Have had countless guests tell me they are at an loss when traveling with a large motorhome/camp trailer in an unfamiliar city trying to maneuver downtown to find the information center.

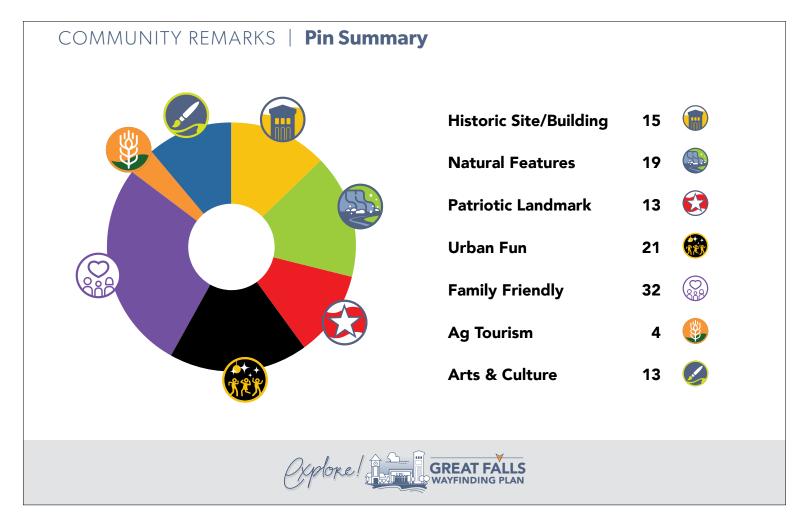
2020-06-06 07:29:07

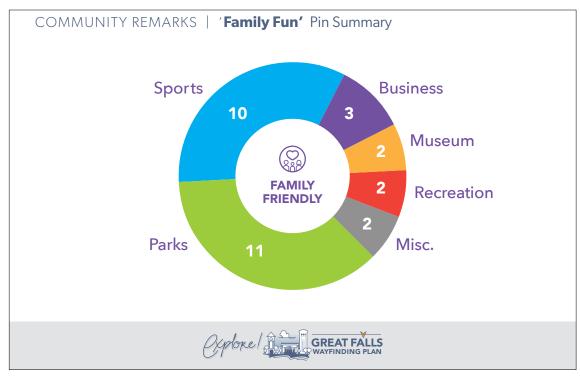
## **Community Remarks**

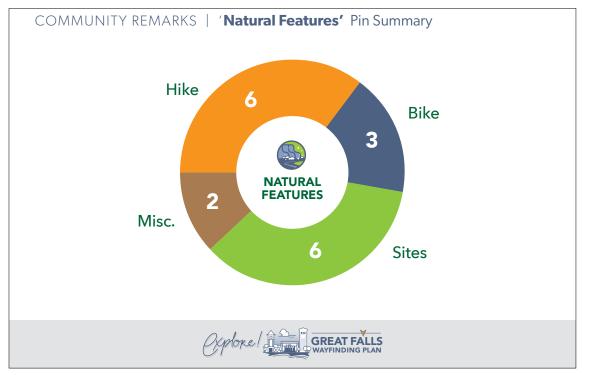
Destination
Pin Mapping Results







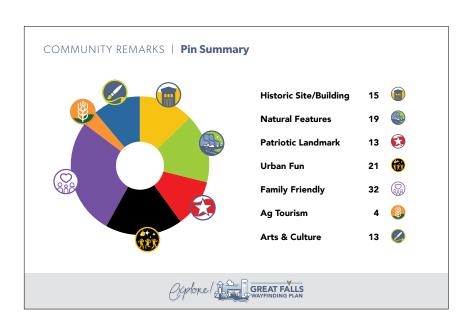


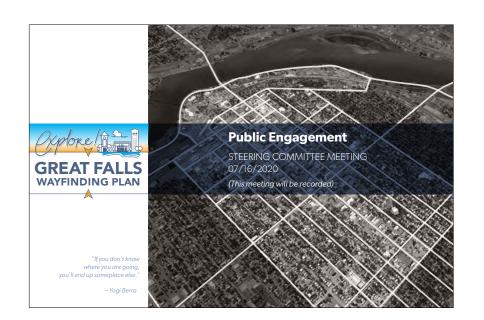


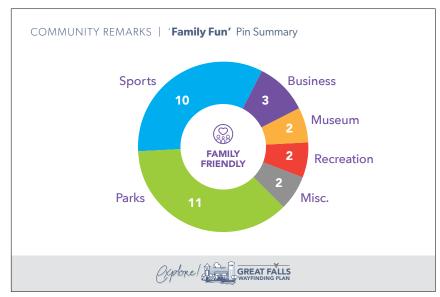
## **APPENDIX**

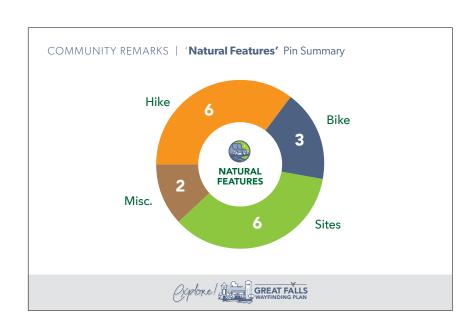
**Steering Committee Engagement - Presentation & Survey Results** 





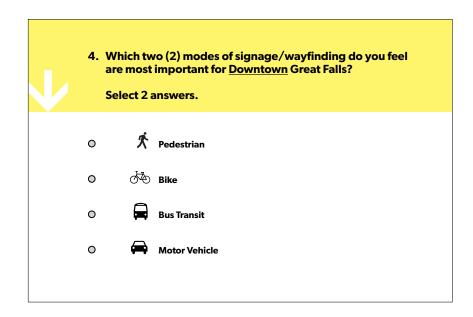








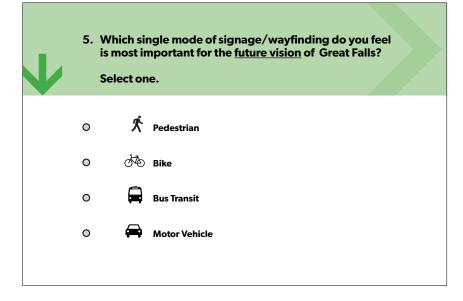




Majority Response: #10



Majority Response: Motor Vehicle Pedestrian



1. Which one is your favorite classical Great Falls structure?

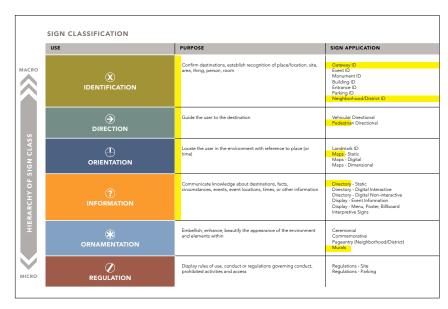
A THE RESELL WASHINGTON TO BE THE SELL WASHINGTON TO BE TH

**Majority Response: #19** 

**Majority Response: Motor Vehicle** 

**Majority Response: #2** 

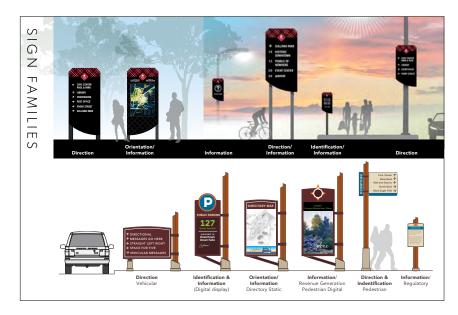


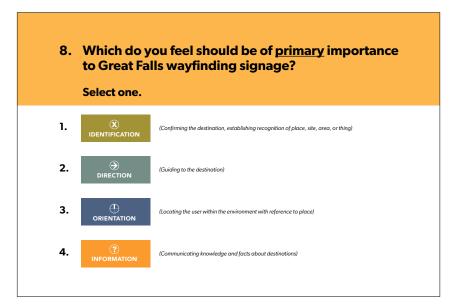




**Majority Response: C&G** 







**Majority Response: U & W** 

Majority Response: Direction - 4 of 7
Orientation - 3 of 7



Draw a simple sign shape of what you think could represent the Great Falls community character?

Describe it with one word or phrase.



**DESTINATIONS** 

Great Falls Visitors Center Chamber of Commerce

Broadwater Overlook

River's Edge Trail (trail heads)

Lewis & Clark Interpretive Center

The Lewis & Clark Portage Marker

CM Russell Museum Complex

Cascade County Historical Society

Malmstrom Air Force Base Museum

Faster Seals Goodwill Work Activity Center

Downtown Area: Holiday Village Mall:

Northwest Bypass Complex; Large Box Stores (Walmart): Great Falls Market Place

Square Butte

**Destinations, Amenities & 'Jewels'** 

Falls; Great Falls Portage; Ryan Dam: Morony Dam/Reservo

University Plaza; 10th Ave East End;

Children's Museum of Montana

Black Eagle Falls and Dam

Giant Springs State Park

Rainbow Falls and Dam

Cochrane Dam

Morony Dam

Paris Gibson Square

Ursuline Centre

Paris Gibson Museum

First Peoples Buffalo Jump

Anaconda Smoke Stack Site?

Galerie Trinitas

Activity Centers

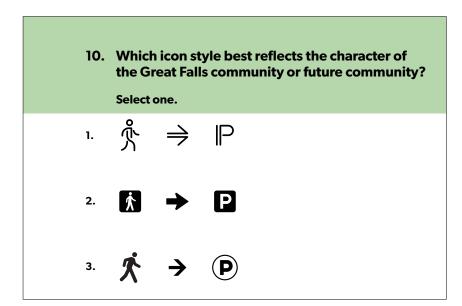
Museum/History:

Ryan Dam

Gibson Park

Riverside Park

organized



**Majority Response: #3** 



## OUTDOOR RECREATIONAL OPPORTUNITIES

OFFORTONTILES		
PARKS		
Bel View	Graybill	
Boston Heights	Heren	
Broadwater Overlook	Horizon	
Cambridge Court	Hyland Heights	
Carter	Kranz	
Charles Russell	Lions	

City Rec Ball Park Centene Baseball? Eagle's Crossing Elks Riverside Fox Hollow

Meadow Lark Memorial Noah's Ark North Kiwanis Oddfellows Pacific Steel Trailside Dog Park Rhodes

Sacaiawea Sand Hills

Tourist

Valley View

Wadsworth

Warden

West Bank

West Hill

Whittier

Missouri River Rafting?

West Side Kiwanis

West Side Viaduct

Seible Soccer Park

## **TRAILS & WALKING TOURS**

River's Edge Trail Wadsworth Park Walking Trail Central Business Historic District; Railroad Historic District: Rivers Edge History; Historic Lower North Side

WATER SPORTS City Swimming Pool

Grande Vista

**GOLF COURSES** 

Hickory Springs Meadowlark Country Club Anaconda Hills Eagle Falls Municipal

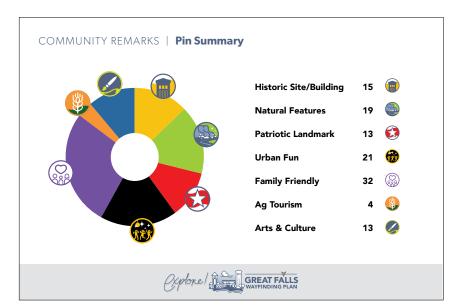
DOWNTOWN GREAT FALLS WAYFINDING PLAN



# **APPENDIX**

**Stakeholders Engagement - Presentation & Survey Results** 



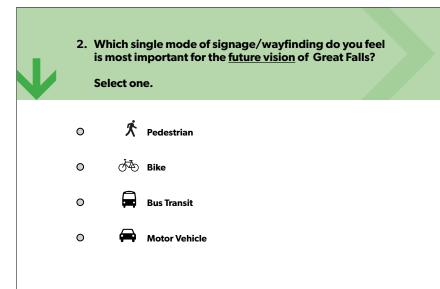


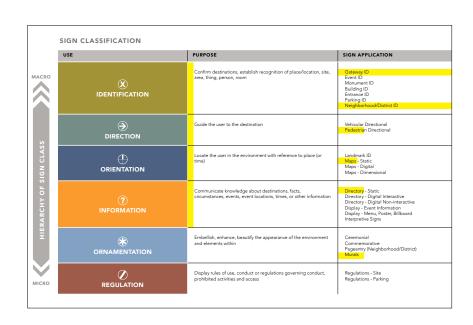










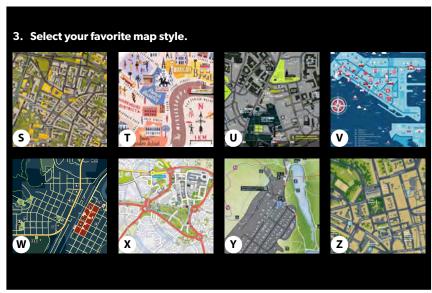


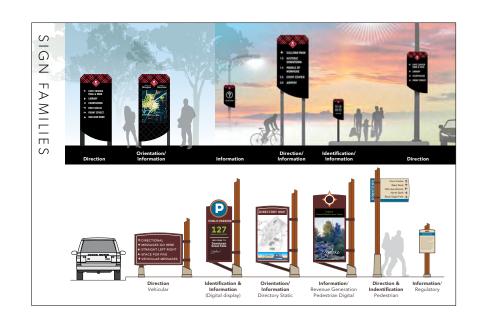
Majority Response: Pedestrian - 5 of 9

Motor Vehicle - 4 of 9









Majority Response: O & J

۱7 ۱

230



5. Within **Downtown** Great Falls, I feel Accessibility indicators on signage are:

Select one.

Poor

2. Adequate

3. More than Adequate

4. I do not know.





**Majority Response: #1-Poor** 



Draw a simple sign shape of what you think could represent the Great Falls community character?

Describe it with one word or phrase.

organized

**Majority Response: Direction** 

# **APPENDIX**

## **Public Survey Results**

Explore Great Falls Wayfinding Public Survey

Page 1 of 10

## **Explore Great Falls Wayfinding Public Survey**

Current run (last updated Aug 7, 2020 5:13pm)

10

310

391

Average responses



Average engagement

Explore Great Falls Wayfinding Public Survey

Page 2 of 10

## What word would you use to describe the Great Falls community?

fishing, and birding. Price of living is easy.

Small-town | Sedated | Traditional



super kind and friendly



436

Friendly & welcoming people, shortest commute, easy access to either National Parks. Water access right in community for boarding, boating,

friendly | Fun | Active | Bikeable | Walkable | Missouri Interesting | Varied | Friendly | Historic | Unique | Supportive

Great community, small enough to be friendly, large enough to have some choices and diversity Diverse fantastic Amazing music, syphony, live bands, etc

Great Downtown! | Easy to get around. | Friendly | Independent | Eclectic | Tight-knit | Friendly | Military | Slow | Genuine | Caring Close-minded Determined Hungry Generous Close Tight

Recreational Committed Growing comfortable

Waterfront community with potential Updating Blue-Collar

Outdoorsy Unique Fab Giving community, slow on development Friendly friendly Amazing Mixed Active Balanced Historic Beautiful Fun Welcoming Compassionate Proud Friendly | Diverse | Old | Friendly | Generous | Generous | Generous

Generous | Welcoming | Old | caring | Healthy | Friendly Authentic Growing segmented Friendly real Friendly Philanthropic good people conservative Trails Great

Hard-Working | Static | improving | Potential | Struggling | Friendly

Anti growth. All the organizations ask the taxpayers to support their 'investment" in the community as that will help bring business. Not happening due to inadequate city leadership.

Welcoming Changing Clean Fun Friendly Rust belt | Diverse | Mixed (some good some bad) | Rambunctious Crazy | Different | Stunted | Potential | Stagnant | fine

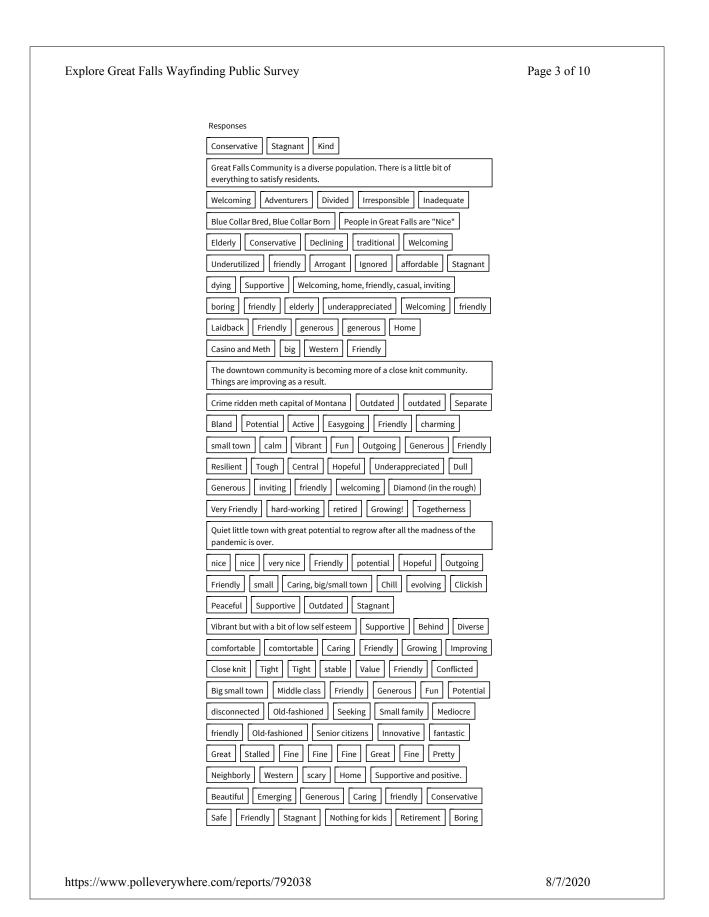
Working on becoming more progressive and appealing to a more diverse

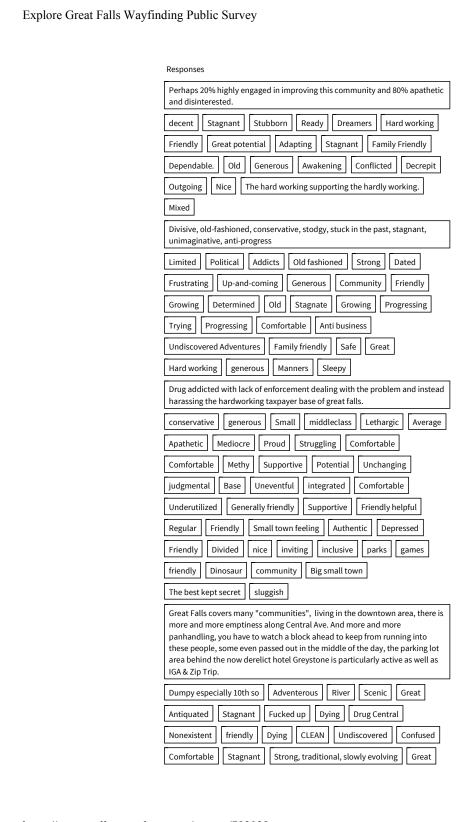
Age-focused (older or younger, but never middle) | Welcoming | Dying Promising Friendly Beautiful Beautiful Stagnant

https://www.polleverywhere.com/reports/792038

8/7/2020

Page 4 of 10





https://www.polleverywhere.com/reports/792038

8/7/2020

Explore Great Falls Wayfinding Public Survey Page 5 of 10 Mainstream | Potential | Connected | Caring | Friendly | Generous Great scenic Welcoming Almost Underrated Beautiful Genuine RETRO SMALL Diverse Aging - but getting younger Historic | Vibrant | history | parks | trees | convenient | river four-seasons caring windy well-planned Friendly Historic Welcoming RETRO Traditional Friendly Pretty Lower income Nice Conservative Mixed Quaint Downtown is walkable | Vibrant | | Surprising | Optimistic | Longing | Unique | Vibrant Middle class retirement town. But slowly broadening for other demographics to enjoy. Together Innovative Practical grit 8/7/2020 https://www.polleverywhere.com/reports/792038

Explore Great Falls Wayfinding Public Survey Page 6 of 10 What word would you use to describe the heart of **Downtown Great Falls?** and ole downtown look of the color of the co Where to go for...food, cocktails, pizza, shopping, TOYS, beer, grilled cheese. FUN<sup>®</sup>√ Engagement Historic | Walkable | Entertaining | Hopeful | Pigeon-palace Shopping outstanding The heart is our people! 279 Responses Interesting shops and places to eat or have coffee. | Improving Up and coming | Quaint | Small | Changing | Heartfelt | Positive Unrelenting | Strong | Community-focused | Ambitious | Determined Flourishing | Historical | Improving | welcoming | Underutilized More shops Trendy Sad, forlorn in places Lively Caring, but needs help barren What is this question asking? The most crucial part of downtown? Without it, it wouldn't be "the same?" Or without it, there would be no downtown? The most popular aspect, thus it's the most important? "The people of the city or else it wouldn't exist?" The buildings because those are literally downtown? What sort of answers are you looking for by using vague idioms? Tight | Historic | Trying | Potential | Empty | unpleasant at this time Progressing Uninspiring diverse Trying trying Quiet Changing | improving! | barely alive | Lively | Improving | Tired progressive | Emerging

Starting to show life but need to eliminate parking meters.

Trying Homeless Ghost town slow revival. Mixed

Grubby Abandoned buildings Changing confused Downtown

Struggling Dying Unique Pretentious New Growing Boring

Lethargic with hints of exceptional Uninteresting Dying Sad

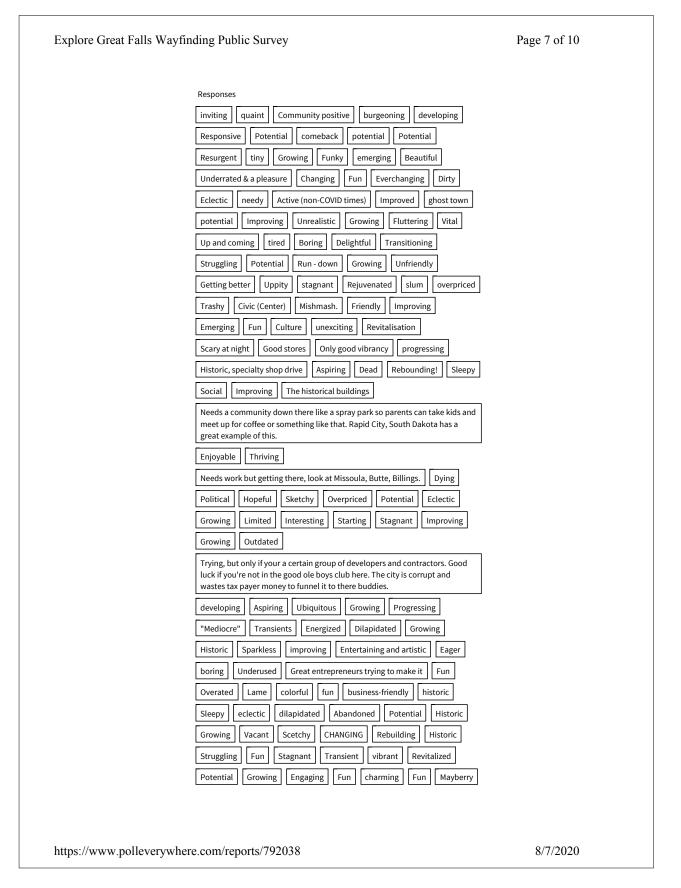
Exciting growing Fun Dirty Potential Unrealistic emerging

trying to grow but stifled by unnecessary rules, red tape, and plain old good

https://www.polleverywhere.com/reports/792038

Dirty

8/7/2020



Explore Great Falls Wayfinding Public Survey

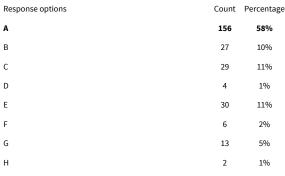
Page 8 of 10

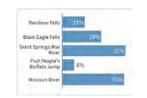


## At what intersection do you enter the heart of Downtown **Great Falls?**

Select your 3 favorite Natural Features in Great Falls.







Response options	Count	Percentage	
Rainbow Falls	79	11%	
Black Eagle Falls	138	20%	
Giant Springs/Roe River	223	32%	
First People's Buffalo Jump	42	6%	
Missouri River	218	31%	



Engagement

267

Responses

700 Responses

https://www.polleverywhere.com/reports/792038

8/7/2020

Explore Great Falls Wayfinding Public Survey

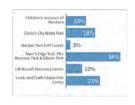
Page 9 of 10

700

Responses

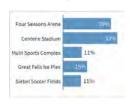
575 Responses

## **Select your 3 favorite Family Friendly destinations in Great** Falls.



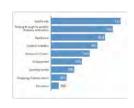
Response options	Count	Percentage	
Children's museum of Montana	89	13%	
Electric City Water Park	129	18%	
Warden Park Folf Course	20	3%	
River's Edge Trail, Elks Riverside Park & Gibson Park	241	34%	
CM Russell Discovery Center	71	10%	
Lewis and Clark interpretive Center	150	21%	

## Select your 3 favorite sporting event destinations.



sponse options	Count	Percentage
ur Seasons Arena	169	29%
ntene Stadium	192	33%
lit Sports Complex	66	11%
eat Falls Ice Plex	85	15%
hal Soccar Fields	63	110/6

## Why do people visit Great Falls? Please rank your answers from 1=most common to 9=least common



Response options	Rank	
Visit Family	1st	57%
Passing through to another Montana destination	2nd	Engagement
Healthcare	3rd	
Outdoor Activities	4th	178
Western Art Center	5th	Responses
Employment	6th	
Sporting Events	7th	
Shopping/Entertainment	8th	
Education	9th	

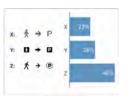
https://www.polleverywhere.com/reports/792038

8/7/2020

## Explore Great Falls Wayfinding Public Survey

## Page 10 of 10

## Which icon style best reflects the character of the Future **Great Falls community?**



z	124	49%
Υ	70	28%
X	57	23%
Response options	Count	Percenta



251

## Which one is your favorite classic Great Falls structure?

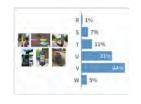


Response options	Count	Percentage
J	30	11%
K	20	8%
L	6	2%
М	2	1%
N	26	10%
0	164	63%
Р	0	0%
Q	14	5%

85%
Engagemen

262

## Select the sign style you like best.



Response options	Count	Percentage
R	3	1%
S	18	7%
Т	28	11%
U	80	31%
v	114	44%
W	14	5%



257

https://www.polleverywhere.com/reports/792038

8/7/2020

## **Online Public Outreach**

## **Facebook Project Portal**

(This page)

## **Scavenger Hunt**

(Following page)





Explore Great Falls Wayfinding Destinations!



## **Expedition #1** | Downtown

Using chalk, write the Name of your favorite Great Falls destination on the sidewalk in front of the Downtown office at 318 Central Ave. Check out the GRAND prize! Take a picture!



## Expedition #2 | Go Fish!

Did you know there are over 65 city parks!? This is the city park is located the farthest west and has a fishing access. Snap a selfie in front of the pond.



## Expedition #3 | History

Have you met Avalanche the Goat? Snap a selfie with him in a mask and you've completed Expedition #3!



# Expedition #4 | Skill

This two-year technical school began as a Vocational Technical Center in 1969 but didn't become affiliated with Montana State University until 1994. Find the main sign for campus and snap a selfie in front of it.



## **Expedition #5** | Nature

Recorded by Captain Lewis as "Beautiful Cascade" in his journal, this popular destination was also known as "Handsome Falls" before it was given present day name. Which iconic Great Falls natural feature is this? Take a selfie there and tell us where you are.

Page 1 of 2

## **EXPLORE GREAT FALLS WAYFINDING SCAVENGER HUNT**

## The Goal of the Hunt!

To complete all 5 expeditions accurately and submit requested photos and information before the contest closes as described in the entry instructions listed below.

## **Who Can Play**

- Individual players: Must be 18 years or older to win a prize
- Teams: Must have at least one member of the team over the age of 18. This is the only way in which children under age 18 may compete for a prize.

## **Entry Instructions**

- Entries must include:
  - 1. Name, physical address & email of the player or team members
  - 2. Photos & answers to all 5 expeditions clearly depicted
- Final submission of photos and answers must be compiled into a single email and sent to nicoleolmstead@cushingterrell.com before the contest closes on August 31, 2020 at 5pm MST to be eligible for prize drawings.
- No late submissions will be accepted.
- No incomplete, illegible or corrupted entries will be accepted. Entries not in accordance with the entry instructions will not be accepted.
- Only one entry permitted per household.

### **Contest Details**

- Contest begins on August 21, 2020 at noon and closes on August 31, 2020 at 5pm MST.
- Please direct any contest questions to <u>nicoleolmstead@cushingterrell.com</u>

- 1. All complete entries received before the contest ends will be entered into the prize drawing.
- 2. All winners will be drawn at random.
- 3. The prize drawing is limited to one entry per person. If the Promoter suspects that an entrant has used multiple email addresses to submit more than one entry, only one entry will be considered.
- 4. The winner will be notified by email within a week following the draw date and must claim their prize within 30 days of notification.
- 5. Prizes must be claimed in person between 8am Noon Monday Friday at:
  - GF Business Improvement District Downtown Office
  - 318 Central Avenue Great Falls, MT 59401
- 6. In the event of any winner failing to claim their prize after 30 days following attempt at notification, a second draw will take place, and so on until a winner comes forward.
- 7. Prizes will be as stated. The prizes cannot be transferred and there is no cash alternative. Prizes are subject to availability and the Promoter reserves the right to substitute any prize with another of equivalent value without giving notice. All taxes, costs, liabilities and unspecified expenses associated with the usage of the prize are the sole responsibility of the winner.

Page 2 of 2



# CITY OF GREAT FALLS WAYFINDING PLAN

This document was created for the community of Great Falls by:

# Cushing Terrell.

219 2nd Avenue South Great Falls, MT 59405 406.452.3321

cushingterrell.com

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between the Great Falls Downtown Development Partnership, hereinafter called the DDP, and the City of Great Falls, a Montana municipal corporation, hereinafter called the City.

## WITNESSETH THAT:

WHEREAS, the City, on behalf of the Great Falls Business Improvement District and the DDP, obtained a grant from the Montana Department of Commerce Main Street Program to execute what is referred to in that grant as the "Great Falls Montana Wayfinding Plan" project; and

WHEREAS, the Wayfinding Plan has been completed and was adopted by the Great Falls City Commission at a meeting held on April 6, 2021; and

WHEREAS, the DDP and the City mutually desire to implement the Wayfinding Plan within the City of Great Falls; and

WHEREAS, the DDP has determined that it has the capacity to execute the implementation of the Plan and installation of all proposed signage, including Motorist Directional Signs, Pedestrian Directional Signs, information kiosk signs, as well as potential signs placed at gateways or on existing structures such bus shelters, waste receptacles, bike racks, traffic signal boxes, or light poles, subject to involvement from the City; and

WHEREAS, the Motorist Directional Signs and Pedestrian Directional Signs have been identified in the Plan's Sign Schedule, will largely be installed within City and State controlled public right of ways, and will become long-term infrastructure assets that require maintenance and replacement; and

WHEREAS, the DDP has proposed to oversee the funding, installation, and maintenance of the Wayfinding Signs during their first life-cycle, which is generally defined in the Plan to be a 7-10 year time frame; and

WHEREAS, the DDP proposes that after the first life-cycle period of the installed Motorist Directional Signs and Pedestrian Directional Signs has ended, the signs will transfer to the City of Great Falls for maintenance and replacement.

## Both Parties agree that:

- 1. This agreement does not cover signs in the Wayfinding Plan that are recommended for areas outside City limits; and
- 2. The DDP will be responsible for initial funding and implementation of the Wayfinding Plan, including but not limited to, permitting and installation of all signs; and
- 3. The DDP will coordinate closely with the City during the initial implementation process to ensure that the installed signs within City limits meet the City's requirements for the selected locations as well as the quality of sign fabrication and installation; and
- 4. The parties agree that the City must specifically approve additional wayfinding signs within City limits which may be placed as information kiosks, at gateway locations, as well as on

- waste receptacles, bus shelters, bike racks, traffic signal boxes, light poles, or other predominantly commercial advertising locations; and
- 5. If the DDP determines that it is necessary to add wayfinding signs beyond the inventory adopted in the initial Wayfinding Plan dated April 6, 2021, it must consult with the City so both parties agree that such additional signs are in the best interests of implementing the Wayfinding Plan; and
- 6. Upon installation and City acceptance of the Wayfinding Signs within the City's corporate limits, the City will assume ownership of the signs; and
- 7. The DDP will be solely responsible for maintenance of these signs during their initial lifecycle period. Both parties are required to consult on maintenance issues; and
- 8. At the end of the initial life cycle of the signs, the DDP and the City shall arrange for a joint inspection of the signs within City limits to determine whether they are ready for replacement. The City has the sole right to refuse to replace individual signs if it determines that they are in a damaged condition, not simply in need of replacement, and/or otherwise unacceptable; and
- 9. The transfer of maintenance responsibilities for the Wayfinding Signs from the DDP to the City is subject to a future written agreement that must be approved by the City Commission; and
- 10. Upon approval of said agreement, the City will be responsible, in its discretion, for funding the replacement of the sign inventory through Tax Increment Finance District funds
- 11. For Wayfinding Signs located within City limits that cannot be replaced through the use of TIF District funds, the City and DDP shall make every reasonable effort to fund sign replacement through sources such as grants and contributions from community partners; and
- 12. The Planning and Community Development Department shall be responsible for securing funding for the replacement sign inventory, obtaining permits, and providing further replacement signs and any necessary appurtenances and materials for life-cycles after the initial life cycle of the signs which have been accepted by the City; and
- 13. The Public Works Traffic Division shall provide the labor and equipment necessary to install and maintain the accepted signs, as well as create the inventory and asset management information for these signs; and
- 14. If the DDP is dissolved, or the Tax Increment Finance Districts and\or other applicable funding sources are not sufficient to support replacement or maintenance of the Wayfinding Signs, the City shall make every reasonable effort possible to find a successor to take over responsibility for owning, maintaining and replacing the signs. If a successor and\or applicable and adequate funding source cannot be identified, the City will remove these signs when they exceed their service life; and
- 15. While both parties acknowledge the importance of cooperating in good faith to execute the responsibilities outlined in the Agreement, if either party believes the other is not fulfilling the responsibilities outlined herein, it may modify or terminate the Agreement by providing 30-day written notice to the other party; and
- 16. If either party discovers an issue that has not been included or addressed in this Agreement, either party has the authority to propose amendments to the Agreement. Such amendments require consultation with each party.

IN WITNESS WHEREOF, the DDP Board Chair is the authorized representative to sign on behalf of the Downtown Development Partnership, and the Mayor or the City Manager of the City of Great Falls, on behalf of the City, has signed and affixed hereto the seal of the City.

<b>Downtown Development Partnership</b>	
By	
CITY OF GREAT FALLS	
	(SEAL & ATTEST)
By	
City Manager (Title)	By <b>Lisa Kunz</b>
(Title)	City Clerk(Title)
APPROVED FOR LEGAL CONTENT*:	
By	
<u>City Attorney</u> (Title)	

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



Commission Meeting Date: April 6, 2021

## CITY OF GREAT FALLS COMMISSION AGENDA REPORT

**Item:** Resolution 10395, A Resolution by the City Commission of the City of

Great Falls, Montana establishing a Crime Task Force.

**From:** City Commissioner Rick Tryon

**Initiated By:** City Commissioner Rick Tryon

**Presented By:** City Commissioner Rick Tryon

**Action Requested:** Adopt Resolution 10395 establishing a Crime Task Force.

## **Suggested Motion:**

1. Commissioner moves:

"I move that the City Commission (adopt/deny) Resolution 10395."

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

## **Background:**

The City Commission hosted a Public Safety Town Hall on March 5, 2020. A small panel consisting of Police Chief Dave Bowen, Cascade County Sheriff Jesse Slaughter, and City Manager Doyon presented. Information about crime trends in Great Falls and Cascade County was presented to the attendees.

Representatives from educational institutions, social service, and legal agencies were also in attendance and spoke about the underlying factors that lead to criminal behavior. The meeting was well attended and enjoyed broad community support.

By March 2020, the City's efforts however, shifted to addressing the COVID-19 pandemic. On January 28, 2021, the City Commission conducted their Annual Goal Setting Session. One of the top identified priorities was the continuation conversation of the public safety issues within the community.

Based on ongoing community concern about crime rates, Commissioner Tryon suggested establishing an advisory panel or "blue ribbon committee" to evaluate immediate options to reduce crime in Great Falls. The Commission requested that Commissioner Tryon work with the city manager to pursue establishing a task force. The purpose of the Great Falls Crime Task would ultimately be to make recommendations to the City Commission and community to address crime issues immediately.

Page 1 of 2

Initial meetings were conducted in anticipation of establishing a Task Force. Commissioner Tryon and Manager Doyon met with Chief Bowen, the three department Police Captains, a representative from the High Intensity Drug Trafficking Area (HIDTA) program and the local Drug Enforcement Administration (DEA) representative to begin understanding the current crime and the drug connection in Great Falls. Also, Manager Doyon and Commission Tryon met with Judge Bolstad, City Attorney Sexe and County Attorney Racki, Chief Prosecutor Anthon and Deputy Chief Wayne Bye with Probation and Parole to obtain a judicial perspective.

As a result of these discussions, Commissioner Tryon proposed a special advisory board or panel of seven (7) people with certain expertise in the various areas to study the issues for three to six months, report to the City Manager, and provide concrete proposals for Commission consideration on how to deal with these issues. A proposal could potentially include a safety levy to fund resources to deal with the issues.

The proposed Task Force would be made up of seven individuals who are residents of the city and should have the necessary background, training, education and experience in social sciences related to crime.

**Alternatives:** The City Commission could chose to modify the Resolution as desired or deny the Resolution.

**Concurrences:** The Police and Legal Departments have been included in initial discussions.

## **Attachments/Exhibits:**

Resolution 10395

Page 2 of 2 243

## **RESOLUTION NO. 10395**

# A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, ESTABLISHING A CRIME TASK FORCE

**WHEREAS**, the protection of life and property is amongst the highest priorities of the City of Great Falls; and

**WHEREAS**, the Great Falls City Commission is aware of mounting community concerns about the City's increasing crime rates; and

**WHEREAS**, the City of Great Falls would like to empanel a Task Force to make recommendations on how to more effectively address crime in Great Falls.

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

**SECTION 1**: There is hereby established the Great Falls Crime Task Force (the "Task Force"), an ad hoc committee confirmed by the City Commission. The general purpose of the Task Force shall be to study, review, evaluate, and make recommendations to the City Commission, City Manager, and general public on strategies to address crime. The Committee's findings will include specifics and actionable recommendations that are within the scope, authority, and financial ability of the City Commission, City Manager, and general public.

**SECTION 2**: Members of the Task Force shall be recommended by the City Manager to the City Commission. The City Commission shall confirm the appointments. Task Force members shall receive no compensation. Expectations for attendance and conduct of individual members and the Task Force as a whole shall be the same as those for members of other committees appointed by the City Commission.

**SECTION 3**: The Task Force will consist of seven individuals who are residents of the City of Great Falls and who have the necessary background, training, education, and experience in social sciences related to crime. Up to two (2) members of the City Commission shall serve as ex officio members, and shall neither make motions nor cast votes.

**SECTION 4**: Pursuant to Montana's open meeting laws, all meetings of the Task Force shall be properly noticed at least 48 hours in advance of a meeting, include an agenda of topics/items to be discussed, allow for public comment on agenda items and for public comment on items not on the agenda but within the jurisdiction of the Task Force. Appropriate Minutes of all meetings shall be kept and be made available for inspection by the public.

**SECTION 5**: The Task Force members shall select a Chairperson and a Vice-Chairperson. The City Manager shall appoint a staff member to keep all records of the Task Force and take

minutes of all meetings, and submit them to the City Clerk. A majority of the membership, not to include ex officio members, shall constitute a quorum. The Task Force shall meet as often as necessary to accomplish its general purpose, as described in Section 1, but not less than once a month.

**SECTION 6**: Members of the Task Force shall comply with the Code of Ethics set forth in Mont. Code Ann. § Title 2, Chapter 2, and the Official Code of the City of Great Falls (OCCGF) Title 2, Chapter 21.

**SECTION 7**: The Task Force shall meet with the goals of having draft recommendations available for public review and comment no later than August 2021, and a final recommendation to present to the City Commission no later than September 2021. The Task Force shall be disbanded and cease to exist after receipt of the recommendations by the City Commission.

PASSED AND ADOPTED by the City this day of April, 2021.	Commission of the City of Great Falls, M	Iontana,
ATTEST:	Bob Kelly, Mayor	
Lisa Kunz, City Clerk		
(SEAL OF CITY)		
APPROVED FOR LEGAL CONTENT:		
Sara R Seve City Attorney		



Commission Meeting Date: April 6, 2021

## CITY OF GREAT FALLS COMMISSION AGENDA REPORT

**Item:** Resolution 10396, Resolution relating to \$5,995,000 City of Great Falls,

Montana, Tax Increment Urban Renewal Revenue Bonds (Downtown Urban Renewal District), Series 2021; Authorizing the sale and prescribing

the forms and terms thereof and the security therefor

**From:** Melissa Kinzler, Finance Director

**Initiated By:** Financing of costs associated with renovation of the exterior façade and roof

of the City's Civic Center

**Presented By:** Melissa Kinzler, Finance Director

**Action Requested:** City Commission adopt Resolution 10396

## **Suggested Motion:**

1. Commissioner moves:

"I move that the City Commission (adopt/deny) Resolution 10396."

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

**Staff Recommendation:** Staff recommends that the City Commission adopt Resolution 10396, Authorizing the sale and prescribing the forms and terms thereof and the security therefor. This will finance the costs associated with renovation of the exterior façade and roof the City's Civic Center and extend the tax increment district.

**Background:** Staff had presented to the City Commission at the December 1, 2020 City Commission meeting a resolution authorizing the expenditure of funds from the Downtown Urban Renewal Tax Increment Financing District toward the Civic Center Façade Renovation Project. The City Commission held a public hearing and adopted Resolution 10379, authorizing approximately \$8,829,810 (includes interest on the debt) of funds from the Downtown Urban Renewal Tax Increment Financing toward the project.

Resolution 10383, adopted on February 2, 2021, established the terms, conditions and documentation for a private, negotiated sale of up to \$6,000,000 in Tax Increment Bonds to D.A. Davidson & Company.

The City Manager and Finance Director along with Dorsey & Whitney, LLP, the City's bond counsel, worked to establish the appropriate terms, conditions, and documentation for the sale of the Bonds established in Resolution 10383. The purchase price, redemption features, and interest rate on the Bonds were subjected to the following conditions and limitations:

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- (1) the aggregate principal amount of the Bonds shall not exceed \$6,000,000.
- (2) the maximum true interest cost on the Series 2021 Bonds shall not exceed 4.50%
- (3) the purchase price of the Series 2021 Bonds shall not be less than 99% of the principal amount thereof, exclusive of original issue premium or discount; and
- (4) the final maturity of the Series 2021 Bonds shall not be later than 20 years from their date of issuance.

Resolution 10396 will determine the form and details, authorizing the sale and delivery for the payment for a private, negotiated sale of \$5,995,000 City of Great Falls, Montana, Tax Increment Urban Renewal Revenue Bonds (Downtown Urban Renewal District), Series 2021 to D.A. Davidson & Co.

On March 23, 2021 D.A. Davidson & Company and the City entered into a Bond Purchase Agreement, regarding the purchase and sale of the renewal and refunding bonds in the aggregate principal amount of \$5,995,000 at an aggregate purchase price of \$5,961,901.75. The True Interest Cost of the bonds are 2.986%, which meets the condition set forth in Resolution 10383 to not exceed 4.5%. The total debt service amount that will be paid is \$7,920,870.30. This is well below the \$8,829,810 approximate amount approved by the City Commission on December 1, 2020 for the façade project. The closing and delivery of the funds will take place April 15, 2021.

**Fiscal Impact:** The issuance of the 2021 bonds will extend the Downtown Urban Renewal District an additional thirteen years. The maximum annual debt service is \$414,150.

**Alternatives:** The City Commission could choose not to approve Resolution 10396. The renovation of the exterior façade and roof of the City's Civic Center will not be completed.

**Concurrences:** Representatives from Fiscal Services and Planning & Community Development have been working with Bond Counsel and D.A. Davidson Company throughout the entire process.

**Attachments/Exhibits:** Resolution No. 10396

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## CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Great Falls, Montana (the "City"), hereby certify that the attached resolution is a true copy of Resolution No. 10396, entitled: "RESOLUTION RELATING TO \$5,995,000 TAX INCREMENT URBAN RENEWAL REVENUE BONDS (DOWNTOWN URBAN RENEWAL DISTRICT), SERIES 2021; AUTHORIZING THE SALE AND PRESCRIBING THE FORMS AND TERMS THEREOF AND THE SECURITY THEREFOR" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Commission of the City at a regular meeting on April 6, 2021, and that the meeting was duly held by the City Commission and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

I further certify that	, upon vote being taken on the Resolution a	it said meeting, the
following Commissioners v	voted in favor thereof:	
		; voted against
the same:		; abstained from voting
thereon:	; or were absent:	
WITNESS my hand	officially this 6th day of April, 2021.	
(SEAL)	City Clerk	

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[Not a part of this Resolution; for convenience of reference only.]

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## RESOLUTION NO. 10396

RESOLUTION RELATING TO \$5,995,000 TAX INCREMENT URBAN RENEWAL REVENUE BONDS (DOWNTOWN URBAN RENEWAL DISTRICT), SERIES 2021; AUTHORIZING THE SALE AND PRESCRIBING THE FORMS AND TERMS THEREOF AND THE SECURITY THEREFOR

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

## Section 1. Definitions, Authorizations and Findings.

1.01. <u>Definitions</u>. The terms defined in this Section 1.01 shall for all purposes of this Resolution have the meanings herein specified, unless the context clearly otherwise requires:

Accountant means a Person engaged in the practice of accounting as a certified public accountant, whether or not employed by the City.

Act means Montana Code Annotated, Title 7, Chapter 15, Parts 42 and 43, as amended or supplemented.

Additional Bonds means any Bonds issued pursuant to Sections 4.01 through 4.03.

Bond Account means the account so designated in the Tax Increment Debt Service Account.

<u>Bond Counsel</u> means any firm of nationally recognized bond counsel experienced in matters relating to tax-exempt financing, selected by the City.

<u>Bond Register</u> means the register maintained for the purpose of registering the ownership, transfer and exchange of the Bonds of any series.

Bonds means the Series 2021 Bonds and any Additional Bonds.

<u>Business Day</u> means, with respect to the Bonds of any series, any day other than a Saturday, Sunday or other day on which the Registrar for such series of Bonds is not open for business.

<u>City</u> means the City of Great Falls, Montana, or its successors.

<u>Civic Center Project</u> shall have the meaning set forth in Section 1.04.

Code means the Internal Revenue Code of 1986, as amended.

<u>Commission</u> means the City Commission of the City or any successor governing body thereof.

<u>Construction Account</u> means the account so designated in the Tax Increment Capital Project Account.

<u>Defeasance Obligations</u> means obligations for payment of the principal of and interest on which the United States has pledged its full faith and credit, or money market funds invested in such obligations, which are not subject to redemption or prepayment other than at the option of the holder thereof.

<u>District</u> means the City's Downtown Urban Renewal District created and established pursuant to the Act and the Ordinance, as such district may be enlarged or reduced in accordance with the Act.

<u>Fiscal Year</u> means the period commencing on the first day of July of any year and ending on the last day of June of the next calendar year, or any other twelve-month period authorized by law and specified by this Commission as the City's Fiscal Year.

<u>Independent</u> means, when used with respect to any specified Person, such a Person who (i) is in fact independent; (ii) does not have any direct financial interest or any material indirect financial interest in the City, other than the payment to be received under a contract for services to be performed by such Person; and (iii) is not connected with the City as an officer, employee, promoter, trustee, partner, director, underwriter or person performing similar functions.

<u>Interest Account</u> means the subaccount so designated in the Bond Account.

<u>Interest Payment Date</u> means the Stated Maturity of an installment of interest on any of the Bonds.

Ordinance means Ordinance 3088, adopted by the Commission on May 15, 2012, as amended by Ordinance No. 3222 adopted on October 6, 2020 and as it may be further amended or supplemented from time to time in accordance with the Act.

<u>Original Purchaser</u> means, with respect to any series of Bonds, the Person who purchases such series of Bonds from the City when first issued. The Original Purchaser of the Series 2021 Bonds is D.A. Davidson & Co. of Great Falls, Montana.

Outstanding means, with reference to Bonds, as of the date of determination, all Bonds theretofore issued and delivered under this Resolution except:

- (i) Bonds theretofore cancelled by the City or delivered to the City cancelled or for cancellation:
- (ii) Bonds and portions of Bonds for whose payment or redemption money or Defeasance Obligations (as provided in Section 10.04) shall have been theretofore deposited in trust for the Owners of such Bonds; provided, however, that if such Bonds are to be redeemed, notice of such redemption shall have been duly given pursuant to this Resolution or irrevocable instructions to call such Bonds for redemption at a stated Redemption Date shall have been given by the City; and

(iii) Bonds in exchange for or in lieu of which other Bonds shall have been issued and delivered pursuant to this Resolution;

provided, however, that in determining whether the Owners of the requisite principal amount of Outstanding Bonds have given any request, demand, authorization, direction, notice, consent or waiver hereunder, Bonds owned by the City shall be disregarded and deemed not to be Outstanding.

Owner means, with respect to any Bond, the Person in whose name such Bond is registered in the Bond Register.

<u>Person</u> means any individual, corporation, partnership, joint venture, limited liability company, limited liability partnership, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

<u>Plan</u> means the City's Downtown Urban Renewal Plan adopted by the Commission pursuant to the Ordinance, as may be further amended or supplemented from time to time in accordance with the Act.

<u>Principal and Interest Requirements</u> means, with respect to any Bonds and for any Fiscal Year or other specified period, the amount required to pay the principal of and interest on such Bonds during such Fiscal Year or other period, determined on the assumption that each Serial Bond is to be paid on its Stated Maturity and each Term Bond is to be paid on the Sinking Fund Payment Dates according to the mandatory redemption requirements established for such Term Bond by the applicable section of this Resolution or any Supplemental Resolution.

<u>Principal Payment Date</u> means the Stated Maturity of principal of any Serial Bond and the Sinking Fund Payment Date for any Term Bond.

<u>Project</u> means the Civic Center Project and any other urban renewal project undertaken under the Act in or for the benefit of the District, the costs of which are to be paid, in whole or in part, from the proceeds of Bonds.

<u>Redemption Date</u> when used with respect to any Bond to be redeemed means the date on which it is to be redeemed.

<u>Redemption Price</u> when used with respect to any Bond to be redeemed means the price at which it is to be redeemed.

Registrar means the Person, if any, appointed by the City to act as bond registrar, transfer agent and paying agent for a series of Bonds. With respect to the Series 2021 Bonds, the Registrar shall be appointed as set forth in Section 3.05.

<u>Regulations</u> means the Treasury Regulations promulgated under the Code.

Reserve Account means the account so designated in the Tax Increment Debt Service Account.

Reserve Requirement means, as of the date of calculation, an amount equal to the least of (i) ten percent (10%) of the original principal amount of the Bonds; (ii) the maximum Principal and Interest Requirements on Outstanding Bonds for the then current or any future Fiscal Year; or (iii) 125% of the average Principal and Interest Requirements on the Bonds payable in any Fiscal Year.

<u>Resolution</u> means this Resolution No. 10396 as originally adopted or as it may from time to time be amended or supplemented pursuant to the applicable provisions hereof.

Serial Bonds means Bonds which are not Term Bonds.

<u>Series 2021 Bonds</u> means the City's Tax Increment Urban Renewal Revenue Bonds (Downtown Urban Renewal District), Series 2021, issued in the original aggregate principal amount of \$5,995,000.

Principal Account means the subaccount so designated in the Bond Account.

<u>Sinking Fund Payment Date</u> means a date set forth in any applicable provision of this Resolution or a Supplemental Resolution for the making of a mandatory principal payment for the redemption of a Term Bond.

State means the State of Montana.

<u>Stated Maturity</u> when used with respect to any Bond or any installment of interest thereon means the date specified in such Bond as the fixed date on which principal of such Bond or such installment of interest is due and payable.

<u>Subordinate Obligations</u> means any bonds, notes or obligations of the City issued on a subordinate basis to the Bonds as to the Tax Increment pursuant to Section 4.04.

<u>Supplemental Resolution</u> means any resolution supplemental to this Resolution adopted pursuant to Section 9.

<u>Tax Increment</u> means the amount received by the City pursuant to the Act from the extension of levies of Taxes (expressed in mills) against the incremental taxable value (as defined in the Act) of all Taxable Property, and shall include all payments in lieu of Taxes attributable to the incremental taxable value and all payments received by the City designated as replacement revenues for lost Tax Increment, as provided in Section 8.08.

<u>Tax Increment Capital Project Account</u> means the account so designated in the Tax Increment Accounts.

<u>Tax Increment Debt Service Account</u> means the account so designated in the Tax Increment Accounts.

<u>Tax Increment Development Account</u> means the account so designated in the Tax Increment Accounts.

Tax Increment Accounts means the accounts established pursuant to Section 5.

<u>Taxable Property</u> means all real and personal property located in the District and subject to Taxes, including land, improvements and equipment.

<u>Taxes</u> means all taxes levied on an ad valorem basis by any Taxing Body against the Taxable Property (exclusive of the six mill levy for university purposes levied by the State), and shall include all payments in lieu of taxes received by the City with respect to Taxable Property.

<u>Taxing Body</u> means the City; the County of Cascade, Montana; the countywide school districts; the Great Falls High School and Elementary School Districts; the Great Falls Transit District; the State; and any other political subdivision or governmental unit which may hereafter levy Taxes against Taxable Property within the District.

<u>Term Bond</u> means any Bond for the payment of the principal of which mandatory payments are required by this Resolution or Supplemental Resolution to be made at times and in amounts sufficient to redeem all or a portion of such Bond prior to its Stated Maturity.

- 1.02. <u>Rules of Construction</u>. Unless the context otherwise requires or except as otherwise expressly provided:
  - (a) All references in this Resolution to designated sections and other subdivisions are to the designated sections and other subdivisions of this Resolution as originally adopted.
  - (b) The words "herein," "hereof" and "hereunder" and other words of similar import without reference to any particular section or subdivision refer to this Resolution as a whole and not to any particular section or other subdivision unless the context clearly indicates otherwise.
  - (c) The terms defined in this Resolution include the plural as well as the singular.
  - (d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles applicable to governmental entities.
  - (e) All computations provided herein shall be made in accordance with generally accepted accounting principles applicable to governmental entities consistently applied.
  - (f) "Or" is not intended to be exclusive, but is intended to contemplate or encompass one or more or all of the terms or alternatives conjoined.
- 1.03. <u>Recitals; Civic Center Project</u>. Under the Act, the City is authorized to create urban renewal areas, prepare and adopt an urban renewal plan therefor and amendments thereto, undertake urban renewal projects therein, provide for the segregation and collection of tax increment with respect to property taxes collected in such areas, issue its bonds to pay the costs

of such projects and to refund bonds previously issued under the Act and pledge to the repayment of the bonds the tax increment and other revenues derived from projects undertaken within the urban renewal area.

The City has determined to undertake the design, engineering, renovation and repair of the exterior façade of the City's Civic Center (the "Civic Center Project"). Pursuant to the Act and the Ordinance, the Commission created the District, approved the Plan containing a tax increment financing provision, approved the Civic Center Project as an urban renewal project and declared its intention to use tax increment revenue to finance the Civic Center Project, all as set forth in the Plan.

1.04. Authorization and Sale of Series 2021 Bonds. Pursuant to Resolution No. 10383 adopted February 2, 2021 (the "Parameters Resolution"), this Commission determined that it is in the best interests of the City to issue its Series 2021 Bonds, as authorized by Section 7-15-4301 of the Act and this Resolution, for the purpose of paying all or a portion of the costs of the Civic Center Project, funding a deposit to the Reserve Account, and paying costs of issuance of the Series 2021 Bonds. Pursuant to the Parameters Resolution, this Commission authorized the negotiated sale of the Series 2021 Bonds to the Original Purchaser and authorized the City Manager and the Deputy City Manager to enter into the Bond Purchase Agreement, dated as of March 23, 2021, with the Original Purchaser (the "Bond Purchase Agreement"), pursuant to which the Original Purchaser agreed to purchase the Series 2021 Bonds at the aggregate purchase price of \$5,961,901.75 (representing the par amount of the Series 2021 Bonds, less underwriter's compensation of \$59,950.00 and plus net original issue premium of \$26,851.75), in each case, subject to the terms and conditions of the Bond Purchase Agreement and this Resolution. The sale of the Bonds to the Original Purchaser is hereby ratified and confirmed.

# 1.05. <u>Application of Series 2021 Bond Proceeds</u>. Proceeds of the Series 2021 Bonds will be applied as follows:

Civic Center Project Costs	\$5,500,551.75
Costs of Issuance	47,200.00
Underwriter's Discount	59,950.00
Deposit to Reserve Account	414,150.00
Total	\$6,021,851.75

1.06. Estimate of Tax Increment. Upon the issuance of the Series 2021 Bonds, there are no other obligations of the City in respect of the Tax Increment, other than the Grant Commitments described below. Based on Tax Increment of \$1,326,973 received in Fiscal Year 2020 and Tax Increment of \$1,582,170 projected to be received in Fiscal Year 2021, the City estimates that the Tax Increment to be received from the District will be at least \$1,582,170 per year. The maximum Principal and Interest Requirements on the Series 2021 Bonds is \$414,150, as demonstrated by the debt service schedule attached as Exhibit A. Accordingly, (i) the Tax Increment projected to be received each year is sufficient to pay the maximum annual debt service on the Series 2021 Bonds and amounts due pursuant to the Grant Commitments, and (ii) the Tax Increment received in Fiscal Year 2020 and projected to be received in the next succeeding three fiscal years is at least 140% of the maximum annual debt service on the Series 2021 Bonds.

The City has agreed to make grant payments with respect to certain eligible infrastructure expenses. Such grant payments are to be made from Tax Increment and are payable on a subordinate basis to the Series 2021 Bonds (the "Grant Commitments"). Presently such Grant Commitments consist of a \$205,109 obligation for parking improvements and \$12,000 for operation of the Downtown Development Partnership.

- 1.07. <u>Findings and Determinations</u>. It is hereby found, determined and declared by this Commission as follows:
  - (a) no persons will be displaced from their housing by the Civic Center Project;
  - (b) the Plan and the Civic Center Project conform to the comprehensive plan or parts thereof of the City as a whole;
  - (c) the Plan and the Civic Center Project will afford maximum opportunity, consistent with the needs of the City as a whole, for the rehabilitation or redevelopment in the District by private enterprise;
  - (d) the Civic Center Project is authorized under the Plan and constitutes an urban renewal project within the meaning of the Act;
  - (e) a sound and adequate financial program exists for the financing of the Civic Center Project;
  - (f) the estimated Tax Increment to be received by the City, as set forth in Section 1.06, and pledged to the payment of the Series 2021 Bonds will be sufficient to pay the Principal and Interest Requirements thereon when due;
  - (g) it is in the best interests of the City to issue and sell the Series 2021 Bonds to finance costs of the Civic Center Project as provided in this Resolution; and
  - (h) the findings and determinations made by this Commission in the Ordinance are hereby ratified and confirmed.

All acts, conditions and things required by the Constitution and laws of the State, including the Act, in order to pledge the Tax Increment to the payment of the Bonds, to make the Series 2021 Bonds valid and binding special, limited obligations of the City in accordance with their terms and in accordance with the terms of this Resolution have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required.

#### Section 2. The Bonds.

2.01. <u>General Title</u>. The general title of the Bonds of all series shall be "Tax Increment Urban Renewal Revenue Bonds (Downtown Urban Renewal District)," with appropriate additions for refunding Bonds or Subordinate Obligations and to distinguish Bonds of each series from Bonds of other series.

2.02. <u>General Limitations</u>; <u>Issuable in Series</u>. The aggregate principal amount of Bonds that may be authenticated and delivered and Outstanding under this Resolution is not limited, except as provided in Section 4 and except as may be limited by law.

The Bonds may be issued in series as from time to time authorized by the City.

The Bonds are special, limited obligations of the City. The Bonds are not general obligations of the City and neither the general credit nor the taxing power of the City, Cascade County or the State is pledged to the payment of the Bonds or the interest thereon. Principal of, premium, if any, and interest on the Bonds (except to the extent expressly payable out of proceeds of the Bonds) are payable solely from the Tax Increment or other sources which may be pledged to the payment of any series of Bonds. Cascade County and the State shall in no event be liable for the payment of the principal of, premium, if any, or interest on the Bonds or the performance of any pledge of any kind whatsoever that may be undertaken by the City with respect thereto. Neither this Resolution, the Bonds, nor any of the agreements or obligations of the City contained herein or therein shall be construed to constitute an indebtedness of the City, Cascade County or the State within the meaning of any constitutional or statutory provisions whatsoever.

If any Stated Maturity, Redemption Date or Sinking Fund Payment Date shall be on a day which is not a Business Day, then payment of principal of, premium, if any, or interest due on such day may be made on the next succeeding Business Day, with the same force and effect as if made on such Stated Maturity, Redemption Date or Sinking Fund Payment Date (whether or not such next succeeding Business Day occurs in a succeeding month), and no interest shall accrue for the intervening period.

- 2.03. Terms of a Particular Series. Each series of Bonds (other than the Series 2021 Bonds, as to which specific provision is made in Section 3) shall be created by a Supplemental Resolution and pursuant to Section 4. The City may, at the time of the creation of any series of Bonds or at any time thereafter make, and the Bonds of that series may also contain, provision for a sinking, amortization, improvement or other analogous fund. All Bonds of the same series shall be substantially identical except as to denomination and the differences specified herein or in a Supplemental Resolution between interest rates, Stated Maturities and redemption provisions.
- 2.04. <u>Form and Denominations</u>. The form of the Bonds (other than the Series 2021 Bonds, as to which specific provision is made in Section 3) shall be established by the Supplemental Resolution creating such series.

The Bonds of any series shall be issuable as fully registered Bonds, in such denominations as shall be provided in the Supplemental Resolution creating such series (other than the Series 2021 Bonds, as to which specific provision is made in Section 3). In the absence of any such provision with respect to the Bonds of any particular series, Bonds shall be in denominations of \$5,000 or any integral multiple thereof, of single Stated Maturities.

2.05. <u>Execution and Delivery</u>. Each Bond shall be executed on behalf of the City by the officials of the City specified in a Supplemental Resolution (other than the Series 2021 Bonds, as

to which specific provision is made in Section 3). The signature of any official may be facsimile, if permitted by applicable law. Bonds bearing the manual or facsimile signatures of individuals who were at any time the proper officials of the City shall bind the City, notwithstanding that such individuals or any of them have ceased to hold such offices prior to the delivery of such Bonds or did not hold such offices at the date of such Bonds.

At any time and from time to time, the City may deliver Bonds executed by the proper officers of the City to the Registrar for authentication, and the Registrar shall authenticate and deliver such Bonds as specified in a Supplemental Resolution (other than the Series 2021 Bonds, as to which specific provision is made in Section 3).

# Section 3. Bond Terms, Execution and Delivery.

3.01. Term of Series 2021 Bonds. The Series 2021 Bonds shall be designated "Tax Increment Urban Renewal Revenue Bonds (Downtown Urban Renewal District), Series 2021." The Series 2021 Bonds shall be in denominations of \$5,000 or any integral multiple thereof of single maturities. The Series 2021 Bonds shall mature, subject to redemption as hereinafter provided, on July 1 in the years and amounts listed below, and shall bear interest from date of original issue until paid or duly called for redemption (including mandatory sinking fund redemption as to the term bonds maturing in 2035 and 2040) at the rates shown opposite such years and amounts, as follows:

<u>Year</u>	<u>Amount</u>	Interest Rate
2021	\$ 50,000	3.000%
2022	250,000	2.500
2023	255,000	2.000
2024	260,000	2.000
2025	265,000	2.000
2026	270,000	2.125
2027	275,000	2.250
2028	280,000	2.250
2029	290,000	2.500
2030	295,000	3.000
2035*	1,625,000	3.000
2040*	1,880,000	3.125

<sup>\*</sup>Term Bonds subject to mandatory sinking fund redemption as set forth in Section 3.07 below.

Interest shall be calculated on the basis of a 360-day year composed of twelve 30-day months.

3.02. Registered Form, Interest Payment Dates. The Series 2021 Bonds shall be issuable only in fully registered form, and the ownership of the Series 2021 Bonds shall be transferred only upon the Bond Register. The interest on the Series 2021 Bonds shall be payable on January 1 and July 1 in each year, commencing July 1, 2021. Interest on the Series 2021 Bonds shall be payable to the Owners thereof as of the close of business on the 15th day of the month

immediately preceding each Interest Payment Date, whether or not such day is a Business Day. Interest on, and upon presentation and surrender thereof, the principal of each Series 2021 Bond shall be payable by check or draft issued by the Registrar described herein.

- 3.03. <u>Dated Date</u>. Each Series 2021 Bond shall be dated, as originally issued, as of April 15, 2021, and upon authentication of any Series 2021 Bond the Registrar shall indicate thereon the date of such authentication.
- 3.04. <u>Registration</u>. The City shall appoint, and shall maintain, a bond registrar, transfer agent and paying agent (the "Registrar"). This Section 3.04 shall establish a system of registration for the Series 2021 Bonds. The effect of registration and the rights and duties of the City and the Registrar with respect thereto shall be as follows:
  - (a) <u>Bond Register</u>. The Registrar shall keep at its principal office a Bond Register in which the Registrar shall provide for the registration of ownership of Series 2021 Bonds and the registration of transfers and exchanges of Series 2021 Bonds entitled to be registered, transferred or exchanged.
  - (b) Transfer of Series 2021 Bonds. Upon surrender to the Registrar for transfer of any Series 2021 Bond duly endorsed by the Owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the Owner thereof or by an attorney duly authorized by the Owner in writing, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Series 2021 Bonds of the same series and a like aggregate principal amount, interest rate and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of transfer of any Series 2021 Bond or portion thereof selected or called for redemption.
  - (c) <u>Exchange of Series 2021 Bonds</u>. Whenever any Series 2021 Bond is surrendered by the Owner for exchange, the Registrar shall authenticate and deliver one or more new Series 2021 Bonds of the same series and a like aggregate principal amount, interest rate and maturity, as requested by the Owner or the Owner's attorney in writing.
  - (d) <u>Cancellation</u>. All Series 2021 Bonds surrendered upon any transfer or exchange shall be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.
  - (e) <u>Improper or Unauthorized Transfer</u>. When any Series 2021 Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Series 2021 Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.
  - (f) <u>Persons Deemed Owners</u>. The City and the Registrar may treat the Person in whose name any Series 2021 Bond is at any time registered in the Bond Register as the absolute owner of such Series 2021 Bond, whether such Series 2021 Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal

of, premium, if any, and interest on such Series 2021 Bond and for all other purposes, and all such payments so made to any such registered owner or upon the owner's order shall be valid and effectual to satisfy and discharge the liability of the City upon such Series 2021 Bond to the extent of the sum or sums so paid.

- (g) <u>Taxes, Fees and Charges</u>. For every transfer or exchange of Series 2021 Bonds (except for an exchange upon a partial redemption of a Series 2021 Bond), the Registrar may impose a charge upon the Owner thereof sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.
- Mutilated, Lost, Stolen or Destroyed Series 2021 Bonds. In case any (h) Series 2021 Bond shall become mutilated or be lost, stolen or destroyed, the Registrar shall deliver a new Series 2021 Bond of the same series and a like aggregate principal amount, interest rate and maturity in exchange and substitution for and upon cancellation of any such mutilated Series 2021 Bond or in lieu of and in substitution for any such Series 2021 Bond lost, stolen or destroyed, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Series 2021 Bond lost, stolen or destroyed, upon filing with the Registrar of evidence satisfactory to it that such Series 2021 Bond was lost, stolen or destroyed, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to it, in which both the City and the Registrar shall be named as obligees. All Series 2021 Bonds so surrendered to the Registrar shall be cancelled by it and evidence of such cancellation shall be given to the City. If the mutilated, lost, stolen or destroyed Series 2021 Bond has already matured or such Series 2021 Bond has been called for redemption in accordance with its terms, it shall not be necessary to issue a new Series 2021 Bond prior to payment.
- 3.05. Appointment of Initial Registrar. The City hereby appoints U.S. Bank National Association, of Salt Lake City, Utah, to act as the Registrar. The City reserves the right to appoint a successor Registrar, but the City agrees to pay the reasonable and customary charges of the Registrar for the services performed. Upon merger or consolidation of a bank or trust company that is acting as the Registrar, if the resulting corporation is a bank or trust company authorized by law to conduct such business, such corporation shall be authorized to act as successor Registrar. The City reserves the right to remove any Registrar upon 30 days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar shall deliver all cash and Series 2021 Bonds in its possession as Registrar to the successor Registrar and shall deliver the Bond Register to the successor Registrar.
- 3.06. Optional Redemption. The Series 2021 Bonds with Stated Maturities in the years 2021 through 2030 are not subject to redemption prior to their Stated Maturities. The Series 2021 Bonds with Stated Maturities on or after July 1, 2035 are subject to redemption on July 1, 2030 and any date thereafter, at the option of the City, in whole or in part, and if in part from such Stated Maturities and in such principal amounts as the City may designate in writing to the Registrar (or, if no designation is made, in inverse order of maturities and within a maturity in \$5,000 principal amounts selected by the Registrar by lot or other manner as directed by the

City), at a Redemption Price equal to the principal amount thereof and interest accrued to the Redemption Date, without premium.

The Redemption Date and the principal amount of the Series 2021 Bonds to be redeemed shall be fixed by the Fiscal Services Director who shall give notice thereof to the Registrar at least 35 days prior to the Redemption Date or such lesser period as the Registrar accepts. The Registrar, at least 30 days prior to the designated Redemption Date, shall cause notice of redemption to be given, by first class mail or by other means required by the securities depository, to the Owners of each Series 2021 Bond to be redeemed at their addresses as they appear on the Bond Register, but no defect in or failure to give such notice shall affect the validity of proceedings for the redemption of any Series 2021 Bond not affected by such defect or failure. The notice of redemption shall specify the Redemption Date, Redemption Price, the numbers, interest rates and CUSIP numbers of the Series 2021 Bonds to be redeemed and the place at which the Series 2021 Bonds are to be surrendered for payment, which is the principal office of the Registrar. Official notice of redemption having been given as aforesaid, the Series 2021 Bonds or portions thereof so to be redeemed shall, on the Redemption Date, become due and payable at the Redemption Price therein specified and from and after such date (unless the City shall default in the payment of the Redemption Price) such Series 2021 Bonds or portions thereof shall cease to bear interest.

3.07. Mandatory Sinking Fund Redemption. The Series 2021 Bonds having Stated Maturities in 2035 and 2040 are Term Bonds subject to mandatory sinking fund redemption on July 1 in the respective years and the respective principal amounts set forth below in \$5,000 principal amounts selected by the Registrar, by lot or other manner as directed by the City, at a Redemption Price equal to the principal amount thereof to be redeemed plus interest accrued to the Redemption Date:

2035	Term Bond		2040	Term Bond
	Sinking Fund		Sinking Fund	
	Payment			Payment
July 1	Amount	J	uly 1	Amount
2031	\$ 305,000	,	2036	\$ 355,000
2032	315,000		2037	365,000
2033	325,000		2038	375,000
2034	335,000		2039	385,000
2035*	345,000		2040*	400,000

<sup>\*</sup>Stated Maturity.

If the Term Bonds having Stated Maturities in 2035 and 2040 are not previously purchased by the City in the open market or prepaid, \$345,000 and \$400,000, respectively, in principal amount of such Term Bonds would remain to mature in 2035 and 2040, respectively. The principal amount of such Term Bonds required to be redeemed on the above Sinking Fund Payment Dates shall be reduced by the principal amount of such Term Bonds theretofore redeemed at the option of the City and as to which the City has not previously applied amounts to reduce the principal amount of such Term Bonds on a Sinking Fund Payment Date.

3.08. Execution and Delivery. The Series 2021 Bonds shall be forthwith prepared for execution under the direction of the City Clerk and shall be executed on behalf of the City by the signatures of the Mayor, the City Manager, the Fiscal Services Director and the City Clerk, provided that said signatures may be printed, engraved or lithographed facsimiles thereof. The seal of the City need not be imprinted on or affixed to any Series 2021 Bond. In case any officer whose signature or a facsimile of whose signature shall appear on the Series 2021 Bonds shall cease to be such officer before the delivery thereof, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Notwithstanding such execution, no Series 2021 Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Resolution unless and until a certificate of authentication on such Series 2021 Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Series 2021 Bonds need not be signed by the same representative. The executed certificate of authentication on each Series 2021 Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution. When the Series 2021 Bonds have been fully executed and authenticated, they shall be delivered by the Registrar to the Original Purchaser upon payment of the purchase price in accordance with the Bond Purchase Agreement, and the Original Purchaser shall not be obligated to see to the application of the purchase price.

# 3.09. Securities Depository for the Series 2021 Bonds.

(a) For purposes of this Section 3.09, the following terms shall have the following meanings:

"Beneficial Owner" means, whenever used with respect to a Series 2021 Bond of which DTC (as hereinafter defined) or its nominee is the Owner, the Person (or subrogee of the Person) recorded as the beneficial owner of such Series 2021 Bond on the records of the Participant (as hereinafter defined) in whose name DTC holds such Series 2021 Bond

"Cede & Co." means Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Series 2021 Bonds.

"DTC" means The Depository Trust Company of New York, New York.

"Participant" means any broker-dealer, bank or other financial institution for which DTC holds Series 2021 Bonds as securities depository.

"Representation Letter" means the Blanket Issuer Letter of Representations pursuant to which the City agrees to comply with DTC's Operational Arrangements.

(b) The Series 2021 Bonds shall be initially issued as separately authenticated fully registered Series 2021 Bonds, and one Series 2021 Bond shall be issued in the principal amount of each Stated Maturity of the Series 2021 Bonds. Upon initial issuance, the ownership of all Series 2021 Bonds shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC. The Registrar and the City may treat DTC (or its nominee) as the sole and exclusive Owner of the Series 2021 Bonds registered in its name for the purposes of payment of the principal of or interest on the

Series 2021 Bonds, selecting the Series 2021 Bonds or portions thereof to be redeemed, if any, giving any notice permitted or required to be given to Owners of Series 2021 Bonds under this Resolution, registering the transfer of Series 2021 Bonds, and for all other purposes whatsoever; and neither the Registrar nor the City shall be affected by any notice to the contrary. Neither the Registrar nor the City shall have any responsibility or obligation to any Participant, any Person claiming a beneficial ownership interest in the Series 2021 Bonds under or through DTC or any Participant, or any other Person which is not shown on the Bond Register as being an Owner, with respect to the accuracy of any records maintained by DTC or any Participant, with respect to the payment by DTC or any Participant of any amount with respect to the principal of or interest on the Series 2021 Bonds, with respect to any notice which is permitted or required to be given to Owners under this Resolution, with respect to the selection by DTC or any Participant of any Person to receive payment in the event of a partial redemption of the Series 2021 Bonds, or with respect to any consent given or other action taken by DTC as Owner of the Series 2021 Bonds. So long as any Series 2021 Bond is registered in the name of Cede & Co., as nominee of DTC, the Registrar shall pay all principal of and interest on such Series 2021 Bond, and shall give all notices with respect to such Series 2021 Bond, only to Cede & Co. in accordance with the Representation Letter, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to the principal of and interest on the Series 2021 Bonds to the extent of the sum or sums so paid. Unless the services of DTC as securities depository with respect to the Series 2021 Bonds are terminated as provided in subsection (c) hereof, no Person other than DTC shall receive an authenticated Series 2021 Bond for each separate stated maturity evidencing the obligation of the City to make payments of principal and interest. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the Series 2021 Bonds will be transferable to such new nominee in accordance with subsection (e) hereof.

- (c) In the event the City determines to discontinue the book-entry-only system for the Series 2021 Bonds, the City may notify DTC and the Registrar, whereupon DTC shall notify the Participants of the availability through DTC of Series 2021 Bonds in the form of certificates. In such event, the Series 2021 Bonds will be transferable in accordance with subsection (e) hereof. DTC may determine to discontinue providing its services with respect to the Series 2021 Bonds at any time by giving notice to the City and the Registrar and discharging its responsibilities with respect thereto under applicable law. In such event the Series 2021 Bonds will be transferable in accordance with subsection (e) hereof.
- (d) The Representation Letter sets forth certain matters with respect to, among other things, notices, consents and approvals by Owners and Beneficial Owners and payments on the Series 2021 Bonds. The Registrar shall have the same rights with respect to its actions thereunder as it has with respect to its actions under this Resolution.
- (e) In the event that any transfer or exchange of Series 2021 Bonds is permitted under subsection (b) or (c) hereof, such transfer or exchange shall be accomplished upon receipt by the Registrar of the Series 2021 Bonds to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee in

accordance with the provisions of this Resolution. In the event Series 2021 Bonds in the form of certificates are issued to Owners other than Cede & Co., its successor as nominee for DTC as Owner of all the Series 2021 Bonds, or another securities depository as Owner of all the Series 2021 Bonds, the provisions of this Resolution shall also apply to all matters relating thereto, including, without limitation, the preparation of such Series 2021 Bonds in the form of Series 2021 Bond certificates and the method of payment of principal of and interest on such Series 2021 Bonds in the form of Series 2021 Bond certificates.

- 3.10. <u>Form of Series 2021 Bonds</u>. The Series 2021 Bonds shall be prepared in substantially the form set forth in <u>Exhibit B</u> hereto and by this reference is made a part hereof.
- 3.11. <u>Application of Proceeds of Series 2021 Bonds</u>. Simultaneously with the delivery of the Series 2021 Bonds, the Fiscal Services Director shall apply the proceeds of the Series 2021 Bonds received from the Original Purchaser as follows:
  - (a) \$5,500,551.75 shall be deposited in the Construction Account to pay costs of the Civic Center Project;
  - (b) \$47,200.00 shall be deposited in the Construction Account to pay costs of issuance of the Series 2021 Bonds; and
  - (c) \$414,150.00 shall be deposited in the Reserve Account in order to cause the balance therein to equal the Reserve Requirement giving effect to the issuance of the Series 2021 Bonds.

#### Section 4. Additional Bonds.

- 4.01. <u>General Provisions</u>. In addition to the Series 2021 Bonds, whose issuance and delivery is provided for in Section 3, Additional Bonds may at any time and from time to time be issued, sold and delivered by the City but only upon compliance with the conditions of Sections 4.02 and 4.03, whichever may be applicable, and upon filing with the City Clerk the following:
  - (a) A Supplemental Resolution authorizing the issuance of such series of Additional Bonds and the sale thereof to the Original Purchaser or Purchasers named therein for the purchase price set forth therein. In connection with any Additional Bonds issued under Section 4.02, the Supplemental Resolution authorizing the issuance of such series of Additional Bonds shall describe in brief and general terms the Projects to be acquired, constructed, altered or improved and provide an estimate of the costs thereof.
  - (b) A certificate executed by the City Manager and the Fiscal Services Director stating that upon the issuance of such series of Additional Bonds, no default hereunder has occurred and is continuing which would not be cured upon the issuance of such series of Additional Bonds and application of the proceeds thereof.

- (c) An opinion of Bond Counsel (who may rely on factual representations of the City and which opinion may be qualified by customary qualifications and exceptions) stating that:
  - (i) all conditions precedent provided for in this Resolution relating to the issuance and delivery of such series of Additional Bonds have been complied with, including any conditions precedent specified in this Section 4.01; and
  - (ii) the series of Additional Bonds when issued and delivered by the City will be valid and binding special, limited obligations of the City in accordance with their terms and entitled to the benefits of and secured by this Resolution.

Any Additional Bonds shall be dated, shall bear interest at a rate or rates, shall have Stated Maturities, and may be subject to redemption at such times and prices and on such terms and conditions, all as may be provided by the Supplemental Resolution authorizing their issuance. All Additional Bonds issued pursuant to Sections 4.02 and 4.03 shall be payable and secured ratably and equally and on a parity with the Series 2021 Bonds and any Additional Bonds theretofore issued, entitled to the same benefits and security of this Resolution.

4.02. Additional Bonds to Pay the Cost of Projects. Additional Bonds may be issued under this Section 4.02, at one time or from time to time, subject to the conditions provided in Section 4.01 and this Section 4.02, for the purpose of providing funds, with any other funds available and committed therefor, for paying the cost of one or more Projects and any expenses in connection with such financing.

Prior to the execution and delivery of any series of Additional Bonds under this Section 4.02, there shall be filed with the City Clerk:

- (a) a certificate executed by the City Manager and the Fiscal Services Director stating: (A) the estimated cost of the Projects being financed thereby, including an allowance for contingencies and all costs of issuance, (B) the amount, if any, which will be required to be deposited in the Reserve Account in connection with the issuance of the Additional Bonds, (C) the amount, if any, which will be required to be credited to the Bond Account to pay interest on the Additional Bonds prior to collection of sufficient Tax Increment available therefor, (D) the amount of Tax Increment received by the City in the last completed Fiscal Year, (E) the amount of the maximum Principal and Interest Requirements on the Outstanding Bonds and the Additional Bonds proposed to be issued for any future Fiscal Year during the term of the Outstanding Bonds, and (F) that the principal amount of such Additional Bonds is sufficient to provide for the payment of all estimated costs of Projects to be financed thereby and credits to the Reserve Account and the Bond Account as set forth above; and
- (b) a certificate executed by the City Manager and the Fiscal Services Director stating that:
  - (i) the Tax Increment received by the City in the last completed Fiscal Year was equal to at least 140% of the maximum Principal and Interest

Requirements for any future calendar year (during the term of the Outstanding Bonds) with respect to Outstanding Bonds and the Additional Bonds proposed to be issued; or

(ii) the Tax Increment received by the City in the last completed Fiscal Year, adjusted as provided below, was equal to at least 140% of the maximum Principal and Interest Requirements for any future calendar year (during the term of the Outstanding Bonds) with respect to the Outstanding Bonds and the Additional Bonds proposed to be issued.

For the purpose of calculating the adjustment referenced in Section 4.02(b)(ii), the Tax Increment received by the City in the last completed Fiscal Year may be adjusted by adding 90% of any increase in Tax Increment as a result of applying the aggregate tax rates of the Taxing Bodies effective for the then-current Fiscal Year (or, if tax rates are not yet available for the then-current Fiscal Year, the aggregate tax rates of the Taxing Bodies effective for the last completed Fiscal Year) to then-current taxable value of the District as of the date of calculation, as estimated by the Fiscal Services Director, based on information from the Department of Revenue, including any projects completed or underway in the District, the taxable values of which are not yet included in the actual taxable value (as defined in the Act) of the District.

This Commission shall approve and confirm the findings and estimates set forth in the above-described certificates in the Supplemental Resolution authorizing the issuance of the Additional Bonds.

4.03. Additional Bonds for Refunding Purposes. Additional Bonds may be issued under this Section 4.03, at one time or from time to time, subject to the conditions provided in Section 4.01 and this Section 4.03, for the purpose of providing funds, with any other funds available and committed therefor, for paying at, or redeeming prior to, their Stated Maturities any Outstanding Bonds, including the payment of any redemption premium thereon and interest which will accrue on such Bonds to any Redemption Date or the Stated Maturities thereof, and any expenses in connection with such financing. Such Additional Bonds shall be designated substantially as the Bonds to be refunded, with the addition of the term "refunding."

Prior to the execution and delivery of any series of Additional Bonds under this Section 4.03, there shall be filed with the City Clerk:

- (a) such documents as shall be required to show that provisions have been duly made in accordance with this Resolution for the redemption of all of the Outstanding Bonds to be refunded; and
- (b) Either (i) a certificate executed by the City Manager and the Fiscal Services Director stating that the proceeds (excluding accrued interest but including any premium) of the Additional Bonds plus any moneys to be withdrawn from the Bond Account for such purpose, together with any other funds deposited for such purpose, will be not less than an amount sufficient to pay the Redemption Price on the Outstanding Bonds to be refunded, or (ii) a report of an Independent Accountant to the effect that from such proceeds there shall be deposited in trust Defeasance Obligations, the principal

of and the interest on which when due and payable (or redeemable at the option of the holder thereof) will provide, together with any other moneys which shall have been deposited in trust irrevocably for such purpose, but without reinvestment, sufficient moneys to pay such principal, redemption premium and interest.

If Additional Bonds are issued to refund Subordinate Obligations issued pursuant to Section 4.04, the conditions for the issuance of Additional Bonds pursuant to Section 4.02 must be satisfied in lieu of this Section 4.03.

4.04. <u>Subordinate Obligations</u>. Except as provided in Sections 4.01, 4.02 and 4.03, no bonds, notes or other evidence of indebtedness of the City will be issued under or secured by the provisions of this Resolution, and no bonds, notes or other evidence of indebtedness will be made payable from the Bond Account, unless the pledge and appropriation of Tax Increment for the payment and security of such bonds, notes or other evidence of indebtedness is expressly subordinated to the pledge and appropriation made for the benefit and security of the Series 2021 Bonds and all Additional Bonds ("Subordinate Obligations"). In the event of the issuance of any such Subordinate Obligations, the principal, premium, if any, and interest thereon will be made payable from one or more additional accounts created within the Tax Increment Accounts for that purpose, and the balance of funds at any time on hand in any such accounts shall be available and shall be transferred whenever needed to meet the current requirements of the Bond Account and Reserve Account set forth in Sections 5.04 and 5.05.

# Section 5. The Tax Increment Accounts.

5.01. Bond Proceeds and Tax Increment Pledged and Appropriated. The City hereby establishes on its books and records three accounts designated as the Tax Increment Capital Project Account, the Tax Increment Debt Service Account and the Tax Increment Development Account (collectively, the "Tax Increment Accounts"). The Tax Increment Accounts shall be maintained as separate and special bookkeeping accounts on the official books and records of the City until all Bonds have been fully paid, or the City's obligation with reference to all Bonds has been discharged as provided in this Resolution.

All proceeds of Bonds and all other funds hereafter received or appropriated for purposes of the Projects are appropriated to the Tax Increment Accounts (except amounts otherwise appropriated in a Supplemental Resolution or received from Additional Bonds issued to refund Outstanding Bonds pursuant to Section 4.03). All Tax Increment is irrevocably pledged and appropriated and shall be credited as received to the Tax Increment Debt Service Account. Outstanding Bonds shall be secured by a first pledge of and lien on all of the Tax Increment and all other moneys from time to time in the Tax Increment Accounts in the manner and to the extent provided in this Section 5. The Tax Increment Accounts shall be subdivided into separate accounts as designated and described in Sections 5.03 to 5.06.

5.02. <u>Tax Increment Receipts</u>. All Tax Increment received by the City and credited to the Tax Increment Debt Service Account, as required in Section 5.01, shall be credited as received as follows: (a) first, to the Interest Account, until the balance on hand in the Interest Account is at least equal to all interest on Bonds due and payable from the Interest Account within the next six full calendar months; (b) second, after any credit to the Interest Account

required by the preceding clause, to the Principal Account, until the balance on hand in the Principal Account is at least equal to all principal of and premium, if any, on Bonds due and payable from the Principal Account (including amounts due and payable on a Sinking Fund Payment Date) within the next twelve full calendar months; (c) third, after any credit to the Interest Account or the Principal Account required by the preceding clauses, to the Reserve Account until the balance on hand in the Reserve Account is equal to the Reserve Requirement; and (d) fourth, after any credit to the Interest Account, the Principal Account or the Reserve Account required by the preceding clauses, to the Tax Increment Development Account.

- 5.03. Construction Account. For each Project there shall be a separate Construction Account within the Tax Increment Capital Project Account, to be used only to pay allowed costs as incurred, which under accepted accounting principles are costs of the particular Project, including but not limited to payments due for work and materials performed and delivered under construction contracts, architectural, engineering, inspection, supervision, fiscal and legal expenses, the cost of lands and easements, interest accruing on Bonds during the period of construction of a Project financed thereby and for a period of time thereafter authorized by the Act and deemed necessary by this Commission, if and to the extent that the Interest Account is not sufficient for payment of such interest, reimbursement of any loans or advances made from other City funds, and all other expenses incurred in connection with the acquisition, construction and financing of the Project, including costs of issuance of Bonds or Subordinate Obligations. To the Construction Account shall be credited as received all proceeds of Bonds issued to finance such Project, except amounts otherwise appropriated in Section 3.11 or in a Supplemental Resolution or received from Additional Bonds issued to refund Outstanding Bonds pursuant to Section 4.03, all other funds appropriated by the City for the Project, and all income received from the investment of the Construction Account. Upon completion of any Project and payment of the cost thereof, the City may transfer any money then remaining in the Construction Account for that Project to the Interest Account and/or the Principal Account.
- 5.04. <u>Bond Account</u>. The Bond Account is hereby established as a special account within the Tax Increment Debt Service Account. There are hereby established within the Bond Account two separate subaccounts, designated as the Interest Account and the Principal Account.
  - (a) <u>Interest Account</u>. There shall be credited to the Interest Account the following amounts: (i) any amount specified in any Supplemental Resolution to be credited to the Interest Account; (ii) from the Tax Increment as received by the City, the amount specified in clause (a) of Section 5.02; and (iii) any amounts transferred from the Construction Account as provided in Section 5.03.

On or before each Interest Payment Date, the City shall withdraw from the Interest Account an amount sufficient to pay the interest coming due on the Bonds on such Interest Payment Date, and shall use such amount to pay, or make provision with the Registrar for the payment of, interest on the Bonds on such Interest Payment Date.

If on any Interest Payment Date the balance in the Interest Account is not sufficient to pay the total amount of interest due on such Interest Payment Date, the City shall transfer any money then on hand in the Tax Increment Development Account, the

Reserve Account or the Principal Account, in the order listed and in an amount equal to such deficiency, to the Interest Account.

All income derived from the investment of amounts in the Interest Account shall be credited as received to the Interest Account.

(b) <u>Principal Account</u>. There shall be credited to the Principal Account the following amounts: (i) any amount specified in a Supplemental Resolution to be credited to the Principal Account; (ii) from the Tax Increment as received by the City, the amount specified in clause (b) of Section 5.02; and (iii) any amounts transferred from the Construction Account as provided in Section 5.03.

Amounts on hand in the Principal Account shall be used on any Interest Payment Date to make up a deficiency in the Interest Account, if and to the extent required by the third paragraph of subsection (a) hereof.

On or before each Principal Payment Date, the City shall withdraw from the Principal Account an amount sufficient to pay the principal due on the Bonds on such Principal Payment Date, and shall use such amount to pay, or make provision with the Registrar for the payment of, principal of the Bonds on such Principal Payment Date.

If on any Principal Payment Date the balance in the Principal Account is not sufficient to pay the total amount of principal due on such Principal Payment Date, the City shall transfer any money then on hand in the Tax Increment Development Account or the Reserve Account, in the order listed and in an amount equal to such deficiency, to the Principal Account.

All income derived from the investment of amounts in the Principal Account shall be credited as received to the Principal Account.

5.05. Reserve Account. The Reserve Account is hereby established as a special account within the Tax Increment Debt Service Account. There shall be credited to the Reserve Account the following amounts: (i) \$414,150.00 from proceeds of the Series 2021 Bonds, as provided in Section 3.11; (ii) any amount specified in any Supplemental Resolution to be credited to the Reserve Account; (iii) from the Tax Increment as received by the City, the amount specified in clause (c) of Section 5.02; and (iv) any other amounts appropriated from time to time to the Reserve Account.

If on any Interest Payment Date or on any Principal Payment Date there shall exist, after the transfers thereto of any money then on hand in the Tax Increment Development Account a deficiency in the Interest Account or Principal Account, the City shall transfer from the Reserve Account to such account an amount equal to such deficiency.

All income derived from the investment of amounts in the Reserve Account shall be credited as received to the Reserve Account until such time as the balance in the Reserve Account is equal to the Reserve Requirement, and thereafter all such investment income as received shall be transferred to the Interest Account and/or Principal Account.

Money in the Reserve Account shall be used only to pay when due principal of, premium, if any, and interest on Outstanding Bonds when the balance on hand in the Bond Account is insufficient therefor; provided that on any date when the balance then on hand in the Bond Account allocable to a series of Bonds, plus the balance then on hand in the Reserve Account allocable to the series of Bonds, is sufficient with other money available to pay or discharge all Outstanding Bonds of that series and the interest accrued thereon in full, and the balance thereafter on hand in the Reserve Account will be at least equal to the Reserve Requirement for all Outstanding Bonds not to be discharged, it may be used for that purpose.

If at any time the balance in the Reserve Account exceeds the Reserve Requirement, the City shall transfer such excess to the Principal Account.

- 5.06. Tax Increment Development Account. There shall be credited to the Tax Increment Development Account any and all Tax Increment remaining after the required credits to the Bond Account and Reserve Account and any investment income and other moneys in any of the accounts within the Tax Increment Accounts in excess of the requirements of said accounts and which the City determines in its discretion to transfer to the Tax Increment Development Account. Money from time to time on hand in the Tax Increment Development Account shall be transferred to the Bond Account and Reserve Account as provided by Sections 5.04 and 5.05 and may be used for any of the following purposes and not otherwise:
  - (a) to be transferred to the Construction Account to pay costs authorized to be paid therefrom;
  - (b) to pay eligible costs and expenses pursuant to and as authorized by the Act;
  - (c) to pay, redeem, discharge or otherwise secure Subordinate Obligations in accordance with the provisions of this Resolution or any Supplemental Resolution;
    - (d) to purchase Bonds on the open market;
  - (e) to redeem or discharge Bonds prior to their Stated Maturities in accordance with this Resolution or any Supplemental Resolution;
  - (f) to make payments of arbitrage rebate to the United States of America pursuant to Section 148(f) of the Code in respect of any series of Bonds or Subordinate Obligations; and
  - (g) to pay other Taxing Bodies a portion of the annual Tax Increment received by the City, pursuant to an agreement with respect thereto as authorized by the Act; provided, however, no such agreement shall require or permit the City to remit to any other Taxing Bodies any portion of the annual Tax Increment received in a Fiscal Year and on deposit in the Tax Increment Development Account unless (1) the Bond Account is funded as described above, (2) the balance in the Reserve Account as of the date of the remittance is not less than the Reserve Requirement; and (3) there is no default under the provisions of this Resolution as evidenced by a certificate of the Fiscal Services Director filed with the City Clerk as of the date of remittance.

- 5.07. Investments. The Fiscal Services Director shall cause all moneys from time to time in the Tax Increment Accounts to be deposited as received with one or more depository banks duly qualified in accordance with the provisions of Montana Code Annotated, Section 7-6-201, as amended, and shall cause the balances in such accounts, except any part thereof covered by federal deposit insurance, to be secured by the pledge of bonds or securities of the kinds required by law, and no money shall at any time be withdrawn from such deposit accounts except for the purposes of the Tax Increment Accounts as defined and authorized by this Resolution. The funds to the credit of the several accounts within the Tax Increment Accounts may be commingled in one or more deposit accounts. The balance on hand in any of the accounts of the Tax Increment Accounts may at any time be invested and reinvested in Qualified Investments as provided below, maturing and bearing interest payable at the times and in the amounts estimated to be required to provide cash when needed for the purposes of the respective accounts; provided that the Reserve Account and Tax Increment Development Account shall be invested in Qualified Investments maturing not later than five years from the date of investment. Income from the investment of the moneys in the various accounts shall be credited thereto. Subject to the provisions of law now or hereafter controlling investment of such funds, money on hand in any of the accounts of the Tax Increment Accounts may be invested in any of the following Qualified Investments, but no others:
  - (a) direct obligations of or obligations guaranteed by the United States of America:
  - (b) bank time deposits or certificates of deposit secured by obligations and securities described in clause (a) above; and
  - (c) the short-term investment pool administered by the Board of Investments of the State or any successor investment pool created pursuant to Montana law.

Section 6. <u>Continuing Disclosure</u>. The Commission hereby approves the Continuing Disclosure Undertaking of the City substantially in the form of the attached <u>Exhibit D</u> and authorizes the City Manager and the Fiscal Services Director, or in the absence or unavailability of either, the Deputy City Manager, to execute and deliver on behalf of the City contemporaneously with the date of issuance and delivery of the Series 2021 Bonds the Continuing Disclosure Undertaking, with such changes as may be necessary or appropriate. The signatures of any two authorized officials of the City are adequate to cause the Continuing Disclosure Undertaking to be binding and enforceable on the City.

### Section 7. Tax Covenants and Certifications.

7.01. <u>Use of Civic Center Project</u>. The Civic Center Project is and will be owned and operated by the City. No user of the Civic Center Project is granted any concession, license or special arrangement with respect to the Civic Center Project. The City shall not enter into any lease, use or other agreement or arrangement with any non-governmental Person relating to the use of the Civic Center Project or security for the payment of the Series 2021 Bonds which might cause the Series 2021 Bonds to be considered "private activity bonds" or "private loan bonds" within the meaning of Section 141 the Code. No "impermissible agreement" as defined in

- Section 1.141-4(e)(4)(ii) of the Regulations, has been or will be entered into by the Commission in respect of the Tax Increment or otherwise to secure the Series 2021 Bonds.
- 7.02. General Covenant. The City covenants and agrees with the Owners from time to time of the Series 2021 Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Series 2021 Bonds to become includable in gross income for federal income tax purposes under the Code and applicable Regulations, and covenants to take any and all actions within its powers to ensure that the interest on the Series 2021 Bonds will not become includable in gross income for federal income tax purposes under the Code and the Regulations.
- 7.03. Arbitrage Certification. The Fiscal Services Director, being among the officers of the City charged with the responsibility for issuing the Series 2021 Bonds pursuant to this Resolution, is authorized and directed to execute and deliver to the Original Purchaser a certificate in accordance with the provisions of Section 148 of the Code, and Section 1.148-2(b) of the Regulations, stating that on the basis of facts, estimates and circumstances in existence on the date of issue and delivery of the Series 2021 Bonds, it is reasonably expected that the proceeds of the Series 2021 Bonds will not be used in a manner that would cause the Series 2021 Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and the Regulations.
- 7.04. Arbitrage Rebate. The City acknowledges that the Series 2021 Bonds are subject to the rebate requirements of Section 148(f) of the Code. The City covenants and agrees to retain such records, make such determinations, file such reports and documents and pay such amounts at such times as are required under said Section 148(f) and applicable Regulations to preserve the exclusion of interest on the Series 2021 Bonds from gross income for federal income tax purposes, unless the Series 2021 Bonds qualify for the exception from the rebate requirement under Section 148(f)(4)(B) of the Code and no "gross proceeds" of the Series 2021 Bonds (other than amounts constituting a "bona fide debt service fund") arise during or after the expenditure of the original proceeds thereof. In furtherance of the foregoing, the Fiscal Services Director is hereby authorized and directed to execute a Tax Certificate, substantially in the form to be prepared by Bond Counsel, and the City hereby covenants and agrees to observe and perform the covenants and agreements contained therein, unless amended or terminated in accordance with the provisions thereof.
- 7.05. <u>Information Reporting</u>. The City shall file with the Secretary of the Treasury, not later than August 15, 2021, a statement concerning the Series 2021 Bonds containing the information required by Section 149(e) of the Code.

# Section 8. Other Covenants of City.

8.01. <u>Punctual Payment</u>. The City will duly and punctually pay or cause to be paid the principal of, premium, if any, and interest on the Bonds in accordance with the terms of this Resolution and any applicable Supplemental Resolution and of the Bonds, and it will faithfully observe and perform all of the conditions, covenants and requirements of this Resolution and all Supplemental Resolutions and of the Bonds. Nothing herein contained shall prevent the City from making advances of its own moneys however derived to any of the uses or purposes

referred to herein, nor shall anything herein be deemed or constitute a pledge or appropriation of funds or assets of the City other than those expressly pledged or appropriated hereby. The City further covenants that it will promptly deposit or cause to be deposited all Tax Increment it receives into the Tax Increment Debt Service Account, as set forth in Section 5.02.

- 8.02. Accumulation of Claims of Interest. In order to prevent any accumulation of claims for interest after maturity, the City will not, directly or indirectly, extend or consent to the extension of the time for the payment of any claim for interest on any of the Bonds and will not, directly or indirectly, be a party to or approve any such arrangements by purchasing or funding said claims for interest or in any other manner. In case any such claim for interest shall be extended or funded, whether or not with the consent of the City, such interest so extended or funded shall not be entitled, in case of default hereunder, to the benefits of this Resolution, except subject to the prior payment in full of the principal of all of the Bonds then outstanding and of all claims for interest which shall not have been so extended or funded.
- 8.03. <u>Against Encumbrances</u>. The City will not encumber, pledge or place any charge or lien upon any of the Tax Increment superior to or on a parity with the pledge and lien herein created for the benefit of the Bonds.
- 8.04. <u>Books and Accounts; Financial Statements</u>. The City will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the City, in which complete and correct entries shall be made of all transactions relating to the Tax Increment and the Tax Increment Accounts. Such books of record and accounts shall be at all times during business hours subject to the inspection of the Owners of not less than ten percent (10%) of the principal amount of Outstanding Bonds, or their representatives authorized in writing.
- 8.05. <u>Further Assurances</u>. The City will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Resolution, and for the better assuring and confirming unto the Owners of the rights and benefits provided in this Resolution.
- 8.06. <u>Amendment of Ordinance</u>. Except to authorize additional Projects, the City will not amend or modify the Ordinance or reduce the size of the District if an effect thereof will be to materially and adversely affect the security of the Outstanding Bonds.
- 8.07. <u>Adjustment of Base Taxable Value</u>. The City shall not adjust the "base taxable value" of the District pursuant to Section 7-15-4287 of the Act so long as any Bonds are Outstanding.
- 8.08. Pledge of Replacement Revenues. In the event the Constitution or laws of the State are amended to abolish or substantially reduce or eliminate real or personal property taxation and State law then or thereafter provides to the City an alternate or supplemental source or sources of revenue specifically to replace or supplement reduced or eliminated Tax Increment, then the City pledges, and covenants to appropriate annually, subject to the limitations of then applicable law, to the Bond Account from such alternate or supplemental revenues an amount that will, with money on hand in the Bond Account or available to be transferred to the Bond

Account during such Fiscal Year, be sufficient to pay the principal of, premium, if any, and interest on the Outstanding Bonds payable in that Fiscal Year.

8.09. Owners' Rights. No Owner of any Bond issued and secured under the provisions of this Resolution shall have the right to institute any proceeding, judicial or otherwise, for the enforcement of the covenants herein contained, without the written concurrence of the Owners of not less than 25% in aggregate principal amount of all Outstanding Bonds; but the Owners of such aggregate principal amount of Outstanding Bonds may, either at law or in equity, by suit, action or other proceedings, protect and enforce the rights of all Owners of Bonds and compel the performance of any and all of the covenants required herein to be performed by the City and its officers and employees. The Owner of a majority in aggregate principal amount of all Outstanding Bonds shall have the right to direct the time, method and place of conducting any proceedings for any remedy available to the Owners or the exercise of any power conferred on them, and the right to waive a default in the performance of any such covenant, and its consequences, except a default in the payment of the principal of or interest on any Bond when due. Nothing herein shall impair the absolute and unconditional right of the Owner of each Bond to receive payment of the principal of and interest on any Bond as such principal and interest respectively become due, and to institute suit for the enforcement of any such payment. In the event of default in any such payment, any court having jurisdiction of the action may appoint a receiver to administer the Tax Increment Accounts and to collect and segregate and apply the Tax Increment and other revenues pledged thereto as provided by this Resolution or any Supplemental Resolution and the Act.

# Section 9. <u>Supplemental Resolutions</u>.

- 9.01. General. Notwithstanding Section 9.02, the City reserves the right to adopt Supplemental Resolutions to this Resolution from time to time and at any time, for the purpose of curing any ambiguity or of curing, correcting or supplementing any defective provision contained herein, or of making such provisions with regard to matters or questions arising hereunder as the City may deem necessary or desirable and not inconsistent with this Resolution, and which shall not adversely affect the interests of the Owners of Bonds issued hereunder, or for the purpose of adding to the covenants and agreements herein contained, or to the Tax Increment herein pledged, other covenants and agreements thereafter to be observed and additional revenues or income thereafter appropriated to the Tax Increment Accounts, or for the purpose of surrendering any right or power herein reserved to or conferred upon the City, or for the purpose of authorizing the creation and issuance of a series of Additional Bonds, as provided in and subject to the conditions and requirements of Section 4. Any such Supplemental Resolution may be adopted without the consent of the Owner of any of the Bonds issued hereunder.
- 9.02. Consent of Owners. With the consent of the Owners of a majority in principal amount of Outstanding Bonds affected thereby as provided in Section 9.04, the City may from time to time and at any time adopt a Supplemental Resolution for the purpose of amending this Resolution by adding any provisions hereto or changing in any manner or eliminating any of the provisions hereof or of any Supplemental Resolution, except that no Supplemental Resolution shall be adopted at any time without the consent of the Owners of all Outstanding Bonds affected thereby, if it would extend the time of payment of interest thereon, would reduce the amount of

the principal thereof or redemption premium thereon, would give to any Bond or Bonds any privilege over any other Bond or Bonds (except for the privilege accorded Bonds over Subordinate Obligations), would reduce the sources of Tax Increment or other revenues or income appropriated to the Tax Increment Accounts, or would reduce the percentage in principal amount of such Bonds required to authorize or consent to any such Supplemental Resolution.

- 9.03. Notice. Notice of a Supplemental Resolution to be adopted pursuant to Section 9.02 shall be mailed by first-class mail, postage prepaid, to the Owners of all Outstanding Bonds at their addresses appearing in the Bond Register and shall become effective only upon the filing of written consents with the City Clerk, signed by the Owners of the requisite aggregate principal amount of Outstanding Bonds affected thereby. Any written consent to the Supplemental Resolution may be embodied in and evidenced by one or any number of concurrent written instruments of substantially similar tenor signed by Owners thereof in person or by agent duly appointed in writing, and shall become effective when delivered to the City Clerk. Any consent by the Owner of any Bond shall bind that Owner and every future Owner of the same Bond with respect to any Supplemental Resolution adopted by the City pursuant to such consent; provided than any Owner may revoke his consent with reference to any Bond by written notice received by the City Clerk before the Supplemental Resolution has become effective. In the event that unrevoked consents of the Owners of the requisite aggregate principal amount of Bonds have not been received by the City Clerk within one year after the publication of notice of the Supplemental Resolution, the Supplemental Resolution and all consents theretofore received shall be of no further force and effect.
- 9.04. Manner of Consent. Proof of the execution of any consent, or of a writing appointing any agent to execute the same, shall be sufficient for any purpose of this Resolution and shall be conclusive in favor of the City if made in the manner provided in this Section 9.04. The fact and date of the execution by any Person of any such consent may be proved by the affidavit of a witness of such execution or by the certification of any notary public or other officer authorized by law to take acknowledgment of deeds, certifying that the Person signing it acknowledged to him the execution thereof. The fact and date of execution of any such consent may also be proved in any other manner which the City may deem sufficient; but the City may nevertheless, in its discretion, require further proof in cases where it deems further proof desirable. The ownership of any Bonds shall be proved by the Bond Register.

# Section 10. <u>Defeasance or Discharge</u>.

- 10.01. <u>General</u>. When the liability of the City on all Bonds issued under and secured by this Resolution and all interest thereon has been discharged as provided in this Section 10, all pledges, covenants and other rights granted by this Resolution to the Owners of such Bonds shall cease.
- 10.02. Maturity. The City may discharge its liability with reference to all Bonds and interest thereon which are due on any date by depositing with the Registrar on or before the date a sum sufficient for the payment thereof in full; or if any Bond or interest thereon shall not be paid when due, the City may nevertheless discharge its liability with reference thereto by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

- 10.03. <u>Redemption</u>. The City may also discharge its liability with reference to any Bonds which are called for redemption on any date in accordance with their terms, by depositing with the Registrar on or before that date an amount equal to the principal, premium, if any, and interest which are then due thereon; provided that notice of such redemption has been duly given or irrevocably provided for as provided in this Resolution.
- 10.04. Escrow. The City may also at any time discharge its liability in its entirety with reference to any Bond subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a bank qualified by law as an escrow agent for this purpose, cash or Defeasance Obligations which are authorized by law to be so deposited, bearing interest payable at such times and at such rates and maturing on such dates as shall be required, without reinvestment, to provide funds sufficient to pay all principal, premium, if any, and interest to become due on such Bond at its Stated Maturity or, if such Bond is prepayable and notice of redemption thereof has been given or irrevocably provided for as provided in this Resolution, to such earlier Redemption Date.
- Section 11. <u>Certification of Proceedings</u>. The officers of the City are hereby authorized and directed to prepare and furnish to the Original Purchaser and to Dorsey & Whitney LLP, Bond Counsel, certified copies of all proceedings and records of the City, and such other affidavits, certificates and information as may be required to show the facts relating to the legality and marketability of the Series 2021 Bonds as the same appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the City as to the facts recited therein.

# Section 12. Repeals and Effective Date.

- 12.01. <u>Repeal</u>. All provisions of other resolutions and other actions and proceedings of the City and this Commission that are in any way inconsistent with the terms and provisions of this Resolution are repealed, amended and rescinded to the full extent necessary to give full force and effect to the provisions of this Resolution.
- 12.02. <u>Effective Date</u>. This Resolution shall take effect immediately upon its passage and adoption by this Commission.

this 6th day of April, 2021.	y the City Commission of the City of Great Falls, Montan	a,
•	Mayor	
Attest:City Clerk		
(SEAL)		

# **EXHIBIT A**

# SERIES 2021 BONDS DEBT SERVICE SCHEDULE



# **BOND DEBT SERVICE**

# CITY OF GREAT FALLS, MONTANA TAX INCREMENT URBAN RENEWAL REVENUE BONDS, SERIES 2021 (DOWNTOWN URBAN RENEWAL DISTRICT) Non-Rated, Non-BQ, 7/1/30 Par Call Final Pricing

Dated Date 04/15/2021 Delivery Date 04/15/2021

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
07/01/2021 01/01/2022	50,000	3.000%	34,870.28 81,837.50	84,870.28 81,837.50	84,870.28
07/01/2022 01/01/2023	250,000	2.500%	81,837.50 78.712.50	331,837.50 78.712.50	413,675.00
07/01/2023 01/01/2024	255,000	2.000%	78,712.50 76,162.50	333,712.50 76,162.50	412,425.00
07/01/2024 01/01/2025	260,000	2.000%	76,162.50 73,562.50	336,162.50 73,562.50	412,325.00
07/01/2025 01/01/2026	265,000	2.000%	73,562.50 70,912.50	338,562.50 70,912.50	412,125.00
07/01/2026 01/01/2027	270,000	2.125%	70,912.50 68.043.75	340,912.50 68,043.75	411,825.00
07/01/2027 01/01/2028	275,000	2.250%	68,043.75 64.950.00	343,043.75 64.950.00	411,087.50
07/01/2028 01/01/2029	280,000	2.250%	64,950.00 61,800.00	344,950.00 61,800.00	409,900.00
07/01/2029 01/01/2030	290,000	2.500%	61,800.00 58.175.00	351,800.00 58,175.00	413,600.00
07/01/2030 01/01/2031	295,000	3.000%	58,175.00 53.750.00	353,175.00 53.750.00	411,350.00
07/01/2031 01/01/2032	305,000	3.000%	53,750.00 49,175.00	358,750.00 49,175.00	412,500.00
07/01/2032 01/01/2033	315,000	3.000%	49,175.00 44,450.00	364,175.00 44,450.00	413,350.00
07/01/2033 01/01/2034	325,000	3.000%	44,450.00 39,575.00	369,450.00 39,575.00	413,900.00
07/01/2034 01/01/2035	335,000	3.000%	39,575.00 34,550.00	374,575.00 34,550.00	414,150.00
07/01/2035 01/01/2036	345,000	3.000%	34,550.00 29,375.00	379,550.00 29,375.00	414,100.00
07/01/2036 01/01/2037	355,000	3.125%	29,375.00 23,828.13	384,375.00 23,828.13	413,750.00
07/01/2037 01/01/2038	365,000	3.125%	23,828.13 18,125.00	388,828.13 18,125.00	412,656.26
07/01/2038 01/01/2039	375,000	3.125%	18,125.00 12,265.63	393,125.00 12,265.63	411,250.00
07/01/2039 01/01/2040	385,000	3.125%	12,265.63 6,250.00	397,265.63 6,250.00	409,531.26
07/01/2040	400,000	3.125%	6,250.00	406,250.00	412,500.00
	5,995,000		1,925,870.30	7,920,870.30	7,920,870.30

#### **EXHIBIT B**

# UNITED STATES OF AMERICA STATE OF MONTANA COUNTY OF CASCADE

# CITY OF GREAT FALLS, MONTANA

# TAX INCREMENT URBAN RENEWAL REVENUE BONDS (DOWNTOWN URBAN RENEWAL DISTRICT), SERIES 2021

No			\$
<u>Rate</u>	Maturity Date	Date of Original Issue	CUSIP
%	July 1,	April 15, 2021	390466
REGISTERED OWNER:	CEDE & CO.		
PRINCIPAL AMOUNT:		DC	OLLARS AND NO/100

FOR VALUE RECEIVED, THE CITY OF GREAT FALLS, CASCADE COUNTY, STATE OF MONTANA (the "City"), acknowledges itself to be specially indebted and hereby promises to pay to the registered owner named above or registered assigns the principal amount specified above on the maturity date specified above or, if this Bond is prepayable as stated below, on an earlier date on which this Bond shall have been duly called for redemption, with interest hereon from the date of original issue hereof, or such later date to which interest hereon has been paid or duly provided for, until the principal amount is paid or until this Bond, if redeemable, has been duly called for redemption, at the annual rate specified above. Principal of this Bond is payable upon presentation and surrender hereof to U.S. Bank National Association, Salt Lake City, Utah, as registrar, transfer agent and paying agent, or its successor designated under the Resolution described herein (the "Registrar") at its operations center in St. Paul, Minnesota. The interest on this Bond shall be payable on January 1 and July 1 in each year, commencing July 1, 2021. Interest on the Series 2021 Bonds shall be payable to the owners of record thereof as such appear on the Bond Register as of the close of business on the 15th day of the month immediately preceding each interest payment date, whether or not such day is a Business Day. Interest on, and upon presentation and surrender thereof, the principal of each Bond shall be payable by check or draft issued by the Registrar described herein.

The principal of and interest on this Bond are payable in lawful money of the United States of America. Interest shall be calculated on the basis of a 360-day year composed of twelve 30-day months.

Notwithstanding any other provisions of this Bond, so long as this Bond is registered in the name of Cede & Co., as nominee of The Depository Trust Company, or in the name of any other

nominee of The Depository Trust Company or other securities depository, the Registrar shall pay all principal of and interest on this Bond, and shall give all notices with respect to this Bond, only to Cede & Co. or other nominee in accordance with the operational arrangements of The Depository Trust Company or other securities depository as agreed to by the City.

This Bond is one of a duly authorized issue of Bonds of the City designated as "Tax Increment Urban Renewal Revenue Bonds (Downtown Urban Renewal District)" (collectively, the "Bonds"), issued and to be issued in one or more series under, and all equally and ratably secured by Resolution No. 10396, adopted by the City Commission on April 6, 2021 (as amended or supplemented in accordance with the provisions thereof, the "Resolution"), to which Resolution, copies of which are on file with the City, reference is hereby made for a description of the nature and extent of the security, the respective rights thereunder of the Owners of the Bonds and the City and the terms upon which the Bonds are to be issued and delivered. This Bond is one of the series specified in its title, issued in the aggregate principal amount of \$5,995,000 (the "Series 2021 Bonds"), all of like date of original issue and tenor except as to serial number, denomination, date, interest rate, maturity date and redemption privilege. The Series 2021 Bonds are issued by the City for the purpose of financing a portion of the costs of an urban renewal project (as defined in the Act) within the City's Downtown Urban Renewal District (the "District"), funding a deposit to the Reserve Account and paying costs of issuance of the Series 2021 Bonds. Capitalized terms used herein but not otherwise defined shall have the respective meanings given such terms in the Resolution.

The Series 2021 Bonds are issued pursuant to and in full compliance with the Constitution and laws of the State of Montana, particularly Montana Code Annotated, Title 7, Chapter 15, Parts 42 and 43, as amended (the "Act"), and pursuant to the Resolution. The Bonds are payable solely, equally and ratably from Tax Increment received by the City and resulting from the extension of ad valorem taxes levied by certain Taxing Bodies against the incremental taxable value of taxable property within the District pursuant to the Act, except that under certain conditions as described in the Resolution, the Bonds may be payable from replacement revenues, if any, provided in the event of the abolition or substantial elimination of property taxation in Montana.

The Bonds are not general obligations of the City and the City's general credit and taxing powers are not pledged to the payment of the Bonds or the interest thereon. The Bonds shall not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitations.

The Series 2021 Bonds with Stated Maturities in the years 2021 through 2030 are not subject to redemption prior to their Stated Maturities. The Series 2021 Bonds with Stated Maturities on or after July 1, 2035 are subject to redemption on July 1, 2030 and any date thereafter, at the option of the City, in whole or in part, and if in part from such Stated Maturities and in such principal amounts as the City may designate in writing to the Registrar (or, if no designation is made, in inverse order of maturities and within a maturity in \$5,000 principal amounts selected by the Registrar by lot or other manner as directed by the City), at a Redemption Price equal to the principal amount thereof and interest accrued to the Redemption Date, without premium.

The Series 2021 Bonds having Stated Maturities in 2035 and 2040 are Term Bonds subject to mandatory sinking fund redemption on July 1 in the respective years and the respective principal amounts set forth below in \$5,000 principal amounts selected by the Registrar, by lot or other manner as directed by the City, at a Redemption Price equal to the principal amount thereof to be redeemed plus interest accrued to the Redemption Date:

2035	Term Bond	2	2040	Term Bond
	Sinking Fund		Sinking Fund	
	Payment			Payment
July 1	Amount	July	1	Amount
2031	\$305,000	203	6	\$355,000
2032	315,000	203	7	365,000
2033	325,000	203	8	375,000
2034	335,000	203	9	385,000
2035*	345,000	204	0*	400,000

<sup>\*</sup>Stated Maturity.

If the Term Bonds having Stated Maturities in 2035 and 2040 are not previously purchased by the City in the open market or prepaid, \$345,000 and \$400,000, respectively, in principal amount of such Term Bonds would remain to mature in 2035 and 2040, respectively. The principal amount of such Term Bonds required to be redeemed on the above Sinking Fund Payment Dates shall be reduced by the principal amount of such Term Bonds theretofore redeemed at the option of the City and as to which the City has not previously applied amounts to reduce the principal amount of such Term Bonds on a Sinking Fund Payment Date.

As provided in the Resolution and subject to certain limitations set forth therein, this Series 2021 Bond is transferable upon the books of the City at the principal office of the Registrar, by the registered owner hereof in person or by his attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his attorney; and may also be surrendered in exchange for Series 2021 Bonds of other authorized denominations. Upon any such transfer or exchange, the City will cause a new Series 2021 Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The City and the Registrar may deem and treat the Person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Registrar shall be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of Montana and ordinances and resolutions of the City to be done, to exist, to happen and to be performed in order to make this Series 2021 Bond a valid and binding special, limited obligation of the City in accordance with its terms have been done, do exist, have happened and have been performed as so required; that this Series 2021 Bond has been

issued by the City in connection with an urban renewal project (as defined in the Act); that the City, in and by the Resolution, has validly made and entered into covenants and agreements with and for the benefit of the Owners from time to time of all Bonds issued thereunder, including covenants that it will pledge, appropriate and credit the Tax Increment to the Tax Increment Debt Service Account of the City; that Additional Bonds may be issued and made payable from the Tax Increment Debt Service Account on a parity with the Series 2021 Bonds upon certain conditions set forth in the Resolution, but no obligation will be otherwise incurred and made payable from the Tax Increment, unless the lien thereof shall be expressly made subordinate to the lien of the Series 2021 Bonds on the Tax Increment; that all provisions for the security of the Owners of the Bonds as set forth in the Resolution will be punctually and faithfully performed as therein stipulated; and that the issuance of the Series 2021 Bonds does not cause the obligations of the City to exceed any constitutional or statutory limitation of indebtedness.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon shall have been executed by the Registrar by the manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the City of Great Falls, Montana, by its City Commission, has caused this Bond to be executed by the facsimile signatures of the Mayor, the City Manager, the Fiscal Services Director and the City Clerk, and by a printed facsimile of the official seal of the City.

CITY OF GREAT FALLS, MONTANA

(Facsimile Signature) MAYOR

(Facsimile Signature) CITY MANAGER

(Facsimile Seal)

(Facsimile Signature)
FISCAL SERVICES DIRECTOR

(Facsimile Signature) CITY CLERK

Dated:

#### CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned herein.

U.S. BANK NATIONAL ASSOCIATION, as Registrar, Transfer Agent, and Paying Agent

By	
Authorized Signature	

TEN COM -- as tenants UTMA.....Custodian.... in common (Cust) (Minor) TEN ENT -as tenants by the entireties under Uniform Gifts to JT TEN -as joint tenants Minor Act..... with right of (State) survivorship and not as tenants in common Additional abbreviations may also be used. ASSIGNMENT FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises. Dated: \_\_\_\_\_ PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER NOTICE: The signature to this assignment OF ASSIGNEE: must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration, enlargement or any change whatsoever. SIGNATURE GUARANTEED Signature(s) must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Registrar, which requirements include membership or participation in STAMP or such other "signature guaranty program" as may be determined by the Registrar in addition to or in substitution for STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

B-6

#### **EXHIBIT C**

# FORM OF CONTINUING DISCLOSURE UNDERTAKING

This Continuing Disclosure Undertaking is made by the City of Great Falls, Montana (the "City") in connection with the issuance and delivery by the City of its \$5,995,000 Tax Increment Urban Renewal Revenue Bonds (Downtown Urban Renewal District), Series 2021 (the "Series 2021 Bonds"), as of this 15th day of April, 2021.

(a) Purpose and Beneficiaries. To provide for the public availability of certain information relating to the Series 2021 Bonds and the security therefor and to permit the Original Purchaser and other participating underwriters in the primary offering of the Series 2021 Bonds to comply with paragraph (b)(5) of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "Rule"), the City hereby makes the following covenants and agrees, for the benefit of the Owners (as hereinafter defined) from time to time of the outstanding Series 2021 Bonds, to provide annual reports of specified information and notice of the occurrence of certain events to the Municipal Securities Rulemaking Board ("MSRB") through its Electronic Municipal Market Access system website ("EMMA"), as hereinafter described. The City is the only "obligated person" in respect of the Series 2021 Bonds within the meaning of the Rule for purposes of identifying the entities in respect of which continuing disclosure must be made.

If the City fails to comply with this Continuing Disclosure Undertaking, any Person aggrieved thereby, including the Owners of the outstanding Series 2021 Bonds, may take whatever action at law or in equity may appear necessary or appropriate to enforce performance and observance of the Continuing Disclosure Undertaking, including an action for a writ of mandamus or specific performance. Direct, indirect, consequential and punitive damages shall not be recoverable for any default hereunder. Notwithstanding anything to the contrary contained in this Continuing Disclosure Undertaking, in no event shall a default under this Continuing Disclosure Undertaking constitute a default under the Series 2021 Bonds or under any other provision of the Resolution.

As used in this Continuing Disclosure Undertaking, "Owner" means, in respect of a Series 2021 Bond, the registered owner or owners thereof appearing in the Bond Register or any Beneficial Owner (as hereinafter defined) thereof, if such Beneficial Owner provides to the Registrar evidence of such beneficial ownership in form and substance reasonably satisfactory to the Registrar. As used in this Continuing Disclosure Undertaking, "Beneficial Owner" means, in respect of a Series 2021 Bond, any Person that (i) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, such Series 2021 Bond (including Persons holding Series 2021 Bonds through nominees, depositories or other intermediaries), or (ii) is treated as the owner of the Series 2021 Bond for federal income tax purposes.

(b) <u>Information To Be Disclosed</u>. The City will provide, in the manner set forth in paragraph (c) hereof, either directly or indirectly through an agent designated by the City, the following information at the following times:

- (i) On or before 270 days after the end of each fiscal year of the City, commencing with the fiscal year ending June 30, 2021, the following financial information and operating data in respect of the City (the "Disclosure Information"):
  - (A) audited financial statements of the City for the then most recent completed fiscal year or, if unavailable by the date specified, the City shall provide on or before such date unaudited financial statements as part of the Disclosure Information and, within 10 days after the receipt of thereof, the City shall provide the audited financial statements. The audited financial statements are to be prepared in accordance with generally accepted accounting principles or as otherwise provided under State law, as such principles may be changed from time to time as permitted by State law. If and to the extent such financial statements have not been prepared in accordance with such generally accepted accounting principles for reasons beyond the reasonable control of the City, the discrepancies will be noted; and
  - (B) updated information for the City for the then most recent completed fiscal year compiled by the City and publicly available under applicable data privacy or other law to include:
    - (1) Principal amount of Bonds outstanding in the District;
    - (2) Information of the District similar to what is presented in the table in the Official Statement relating to the Series 2021 Bonds under the heading "DOWNTOWN URBAN RENEWAL DISTRICT—Trends in Value and Tax Increment," to include:
      - a. Base Value;
      - b. Incremental Value;
      - c. Total Taxable Value; and
      - d. Tax Increment Revenue; and
    - (3) Debt service coverage for the then most recent completed fiscal year.

The Disclosure Information will be provided to the MSRB and may be provided in a single document or multiple documents, and may be incorporated by specific reference to documents available to the public on the internet website of the MSRB or filed with the SEC. Any or all of the Disclosure Information may be incorporated by reference, if it is updated as required hereby, from other documents, including official statements, which have been filed with the SEC or have been made available to the public on EMMA. The City shall clearly identify in the Disclosure Information each document so incorporated by reference.

If any part of the Disclosure Information can no longer be generated because the operations of the City have materially changed or been discontinued, such Disclosure

Information need no longer be provided if the City includes in the Disclosure Information a statement to such effect; provided, however, if such operations have been replaced by other City operations in respect of which data is not included in the Disclosure Information and the City determines that certain specified data regarding such replacement operations would be material (as hereinafter defined), then, from and after such determination, the Disclosure Information shall include such additional specified data regarding the replacement operations.

If the Disclosure Information is changed or the Continuing Disclosure Undertaking is amended as permitted by paragraph (d) hereof, then the City shall include in the next Disclosure Information to be delivered pursuant to this Continuing Disclosure Undertaking, to the extent necessary, an explanation of the reasons for the amendment and the effect of any change in the type of financial information or operating data provided.

- (ii) In a timely manner not in excess of ten (10) business days of the occurrence of an event, the City will provide notice of the occurrence of any of the following events:
  - (A) principal and interest payment delinquencies;
  - (B) non-payment related defaults, if material;
  - (C) unscheduled draws on debt service reserves reflecting financial difficulties;
  - (D) unscheduled draws on credit enhancements reflecting financial difficulties;
  - (E) substitution of credit or liquidity providers, or their failure to perform;
  - (F) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Series 2021 Bonds or other material events affecting the tax status of the Series 2021 Bonds:
  - (G) modifications to rights of holders of the Series 2021 Bonds, if material;
    - (H) bond calls, if material, and tender offers;
    - (I) defeasances:
  - (J) release, substitution or sale of property securing repayment of the Series 2021 Bonds, if material;
    - (K) rating changes;

- (L) bankruptcy, insolvency, receivership, or similar event of the City;
- (M) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (N) appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (O) incurrence of a financial obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City, any of which affect security holders, if material; and
- (P) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of the City, any of which reflect financial difficulties.

As used herein, for those events that must be reported if material, an event is "material" if it is an event as to which a substantial likelihood exists that a reasonably prudent investor would attach importance thereto in deciding to buy, hold or sell a Series 2021 Bond or, if not disclosed, would materially alter the total mix of information otherwise available to an investor from the Official Statement or information generally available to the public. Notwithstanding the foregoing sentence, an event is also "material" if it is an event that would be deemed material for purposes of the purchase, holding or sale of a Series 2021 Bond within the meaning of applicable federal securities laws, as interpreted at the time of discovery of the occurrence of the event.

For purposes of paragraphs (O) and (P) above, the term "financial obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of either (i) or (ii). A "financial obligation" does not include municipal securities for which a final official statement has been provided to the MSRB consistent with the Rule.

- (iii) In a timely manner, the City will provide notice of the occurrence of any of the following events or conditions:
  - (A) the failure of the City to provide the Disclosure Information described under paragraph (b)(i) hereof at the time specified thereunder;
  - (B) the amendment or supplementing of the Continuing Disclosure Undertaking pursuant to paragraph (d) hereof, together with a copy of such amendment or supplement and any explanation provided by the City; and
    - (C) any change in the fiscal year of the City.

- (c) <u>Manner of Disclosure</u>. The City agrees to make available the information described in paragraph (b) hereof:
  - (i) to the MSRB through EMMA in an electronic format as prescribed by the MSRB;
  - (ii) to any rating agency then maintaining a rating of the 2020 Bonds and, at the expense of such Bondowner, to any Bondowner who requests in writing such information at the time of the transmission under clause (i) above as the case may be, or, if such information is transmitted with a subsequent time of release, at the time such information is to be release; and
  - (iii) all documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

### (d) <u>Term; Amendments; Interpretation</u>.

- (i) The Continuing Disclosure Undertaking shall remain in effect until all Series 2021 Bonds have been paid or defeased under the Resolution.
- Notwithstanding paragraph (d)(i) hereof, the Continuing Disclosure (ii) Undertaking (and the form and requirements of the Disclosure Information) may be amended or supplemented by the City from time to time, without notice to (except as provided under paragraph (b)(iii) hereof), or the consent of the Owners of any Series 2021 Bonds, by a resolution or ordinance of the City filed in the office of the recording officer of the City accompanied by an opinion of Bond Counsel, who may rely on certificates of the City and others and the opinion may be subject to customary qualifications, to the effect that such amendment or supplement (a) is made in connection with a change in circumstances that arises from a change in law or regulation or a change in the identity, nature or status of the City or the type of operations conducted by the City, or (b) is required by, or better complies with, the provisions of paragraph (b)(5) of the Rule, assuming that such provisions apply to the 2020 Bonds. If the Continuing Disclosure Undertaking (and the form and requirements of the Disclosure Information) are so amended, the City agrees to provide, contemporaneously with the effectiveness of such amendment, an explanation of the reasons for the amendment and the effect, if any, of the change in the type of financial information or operating data being provided hereunder.
- (iii) The Continuing Disclosure Undertaking is entered into as a continuing disclosure undertaking to provide continuing disclosure identical to that required by the continuing disclosure provisions of the Rule and should be construed so the Continuing Disclosure Undertaking would satisfy the requirements of paragraph (b)(5) of the Rule, assuming it was otherwise applicable to the Series 2021 Bonds.
- (e) <u>Further Limitation of Liability of City</u>. None of the agreements or obligations of the City contained in this Continuing Disclosure Undertaking shall be construed to constitute an indebtedness of the City within the meaning of any constitutional or statutory provisions whatsoever or constitute a pledge of the general credit or taxing powers of the City.

### CITY OF GREAT FALLS, MONTANA

By _	
	City Manager
_	
By _	
	Fiscal Services Director



Commission Meeting Date: April 6, 2021

### CITY OF GREAT FALLS COMMISSION AGENDA REPORT

**Item:** Civic Center Façade, OF 1525.2

From: Planning and Community Development

**Initiated By:** David Grosse, Senior Development Engineer

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

**Action Requested:** Consider Bids and Award the Contract

### **Suggested Motion:**

### 1. Commissioner moves:

"I move that the City Commission (award / not award) the construction contract in the amount of \$5,411,682.00 to Talisman Construction Services, Inc. for the Civic Center Façade and roof replacement, and authorize the City Manager to (execute / not execute) the construction contract documents."

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

**Staff Recommendation:** Staff recommends that the City Commission award the contract for the Civic Center Façade construction project.

### **Summary:**

It is well documented that the Civic Center façade has been deteriorating for a number of years. Since at least 2011, city staff have been working towards developing a renovation project and securing adequate funding to finance the renovation. The City Commission committed up to \$8,829,810 in Downtown Tax Increment Financing District funding towards the rehabilitation project. Subsequently, staff and its consultant, Cushing Terrell, advertised for bids for the project, opening bids on March 3<sup>rd</sup> 2021, with the apparent low bidder providing a bid that was under the Architect's estimate and within the budgeted project limit.

### **Background:**

In 2011, Hessler Architects performed a full analysis of the Civic Center façade due to noticeable cracking and buckling of façade panels and brick mortar cracking. The Hessler report did a good job of detailing the likely cause of the failures and provided several recommendations for interim measures as well as full renovation strategies including destructive examinations. At the time, construction costs were estimated to be approximately \$3.5 million including architectural and engineering fees.

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In 2016, CTA Architects was hired to review the Hessler report and to perform an additional analysis to check for progression of deterioration and cracking of the structural panels. CTA's findings were consistent with the Hessler report and also provided recommendations of structural panel replacement. CTA further determined that caulking and filling of gaps would only temporarily alleviate water intrusion and destruction because the source of the structural failures was due to existing chloride ratios in the original concrete mixture eroding into the panel rebar of the building. In 2017, the City engaged CTA Architects to complete full architectural and engineering bid and construction drawings. CTA embarked on planning the renovation of the failed façade surfaces but also included in its scope of work the replacement of the Civic Center roofing materials and roofing/building termination details.

Since 2017, staff and CTA Architects (now known as Cushing Terrell) have been briefing the City Commission on renovation plan progress and have identified various funding strategies for the Commission to consider. At the June 16, 2020, City Commission work session, the City Commission encouraged staff to pursue a TIF funding strategy that included utilizing the Downtown Urban Renewal TIF District to guarantee a bond sale and provide annual bond repayment. Since that time, City staff have been working with TIF counsel and bond underwriters to prepare for the TIF application approval and bond sale. Staff also prepared an amendment to the Downtown Urban Renewal Plan (DURP) in order to specifically include the Civic Center building and property as a viable and eligible property for TIF funded projects. On August 11, 2020, the City of Great Falls Planning Advisory Board found that the DURP amendment was consistent with the City's Growth Policy. On August 26, 2020, the Downtown Development Partnership (DDP) voted to recommend approval after staff presented the DURP amendment for consideration. The City Commission approved the DURP amendment on October 6, 2020, providing a greater level of transparency that the Civic Center Façade renovation was likely to be funded through the use of TIF funds.

Subsequent to the DURP amendment, Planning and Community Development staff prepared and submitted a formal TIF funding application. On October 28, 2020, the DDP again voted to support and recommended approval of the TIF application for funding of the façade renovation project. One suggested measure in that recommendation was to include all known estimated costs associated with the project including bond financing interest expenses. As such, staff revised the application to include said interest expenses, setting the total application for TIF funding at approximately \$8.8 million.

The City Commission approved Resolution 10379 on December 1, 2020, committing the use of the TIF funds for the restoration project. Soon after that action, the project was advertised for bids, with a bid opening date original set for February 17<sup>th</sup> and then extended to March 3<sup>rd</sup> 2021.

### Significant Impacts:

Award of the bid would have a significant positive impact to the vitality of Downtown Great Falls, restoring the main entrance to active use and extending the functional life of the Civic Center for years to come.

### **Project Work Scope:**

This project will replace large portions of the cast stone façade with new cast stone to match the existing pieces that will remain. The front stairs will be replaced and some mechanical upgrades to modern, high efficiency mechanical equipment will occur in the base bid. If alternative bid items one through three are accepted, all the roof membranes will be removed, mechanical units on the roof will be removed to raise mechanical curbs, roof drains will be replaced, new roof membrane installed, and mechanical units will be re-set for the roof covering the entire Civic Center.

Page 2 of 3

Construction would be conducted in 4 phases, in 578 calendar days and briefly described as follows:

- Phase one: East entry temporary protection phase. Work on this phase shall commence and be substantially complete and ready for use after the Notice to Proceed and prior to any building envelope work progressing
- Phase two: Envelope repair, façade cast stone and cast stone trim replacement and backup wall improvements/reinforcement (all sides).
- Phase three: East entry stair and accessories replacement/repair.
- Phase four: Roof replacement.

### **Evaluation and Selection Process:**

Six (6) bids were received on March 3, 2021 with the bid prices ranging from \$7,973,789.00 to \$5,411,682.00. Talisman Construction Services, Inc. submitted the low bid, approximately 4.23% below the Architect's estimate. The bid was arranged as a Base Bid with four additive alternates to allow for the possibility of budget limitations.

**Fiscal Impact:** The attached bid tabulation summarizes bids that were received. Budget authority of \$5,995,000 has been set for this project, made available from City Commission passage of Resolution 10379 and the subsequent sale of Tax Increment Bonds. It appears the true interest cost will be 2.986%, well below the parameter set of 4.5%. The total debt service amount will be \$7,920,870.30 with interest. This is well below the \$8,829,810 approximate amount approved by the City Commission on December 1, 2020 for the façade project.

### **Alternatives:**

Not Award – The City Commission could elect to not award the construction contract to the apparent low bidder, or elect to re-bid the project; however, neither of these options would favor the City of Great Falls.

**Concurrences:** Cushing Terrell, project architect, has recommended award to the low bidder.

### **Attachments/Exhibits:**

OF 1525.2 Bid Tabulation

Page 3 of 3

CITY OF GREAT FALLS

### BID TABULATION SUMMARY

### PROJECT NUMBER

OFFICE FILE 1525.2 CIVIC CENTER FAÇADE BIDS TAKEN AT CIVIC CE DATE: 3-MAR-21 TABULATED BY: DAVID GROSSE

	NAME & ADDRESS OF BIDDER	ACKNOWLEDGE ADD. #I	ACKNOWLEDGE ADD. #2	10% BID SECURITY		TOTAL BID
					BASE	\$6,125,000.00
					ADD ALT. 1	\$225,000.00
	OSWOOD CONSTRUCTION	YES	YES	YES	ADD ALT. 2	\$236,000.00
1	P.O. BOX 3527 GREAT FALLS, MT 59403				ADD ALT. 3	\$23,000.00
	GREEN THEES, WIT 33 TOS				ADD ALT. 5	\$21,000.00
					TOTAL	\$6,630,000.00
					BASE	\$5,894,000.00
					ADD ALT. 1	\$200,000.00
,	SLETTEN CONSTRUCTION CO. PO BOX 2467	YES	YES	YES	ADD ALT. 2	\$225,000.00
2	GREAT FALLS, MT 59403				ADD ALT. 3	\$17,000.00
					ADD ALT. 5	\$21,000.00
					TOTAL	\$6,357,000.00
3			YES		BASE	\$7,440,789.00
		YES			ADD ALT. 1	\$245,000.00
	COON RESTORATION 7349 RAVENNA AVE NE			YES	ADD ALT. 2	\$235,000.00
3	LOUISVILLE, OH 44641				ADD ALT. 3	\$30,000.00
					ADD ALT. 5	\$23,000.00
					TOTAL	\$7,973,789.00
					BASE	\$5,360,250.00
					ADD ALT. 1	\$240,140.00
4	HYDRO-TECH, INC 1313 NORTH 300 WEST	YES	YES	YES	ADD ALT. 2	\$250,600.00
4	LEHI, UTAH				ADD ALT. 3	\$26,050.00
	, -				ADD ALT. 5	\$22,170.00
					TOTAL	\$5,899,210.00
					BASE	\$4,722,575.00
5	TALISMAN CONSTRUCTION				ADD ALT. 1	\$295,433.00
	SERVICES, INC.	YES	YES	YES	ADD ALT. 2	\$288,543.00
	PO BOX 6189				ADD ALT. 3	\$25,832.00
	SPOKANE WA 99217				ADD ALT. 5	\$79,299.00
					TOTAL	\$5,411,682.00
			YES		BASE	\$6,095,695.00
	DICK ANDERSON CONST. 4610 TRI-HILL FRONTAGE RD. GREAT FALLS, MT 59404	CONTRONICE			ADD ALT. 1	\$229,000.00
_		YES		YES	ADD ALT. 2	\$242,000.00
6					ADD ALT. 3	\$24,800.00
					ADD ALT. 5	\$21,000.00
					TOTAL	\$6,612,495.00



Commission Meeting Date: April 6, 2021

### CITY OF GREAT FALLS COMMISSION AGENDA REPORT

**Item:** Water Treatment Plant Filtration Improvements, Phase I, OF 1637.1

**From:** Engineering Division

**Initiated By:** Public Works Department

**Presented By:** Paul Skubinna, Public Works Director

**Action Requested:** Approve Final Pay Application

### **Suggested Motion:**

1. Commissioner moves:

"I move that the City Commission (approve/not approve) Final Payment for the Water Treatment Plant Filtration Improvements, Phase I, in the amount of \$204,156.81 to Sletten Construction and \$2,062.19 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:**

This project fulfills the recommendations and suggestions of a 2011 study to replace filter media, underdrain system replacement, and installation of filter cleaning apparatus. These upgrades are integrated with existing plant processes to improve overall plant efficiency, performance and control. This project is essential to maintaining the high quality of water the city is accustomed to, along with the ability to maintain compliance with Montana Department of Environmental Quality (MTDEQ) requirements for water quality and availability.

### **Background:**

In 2011, the City completed a Water Treatment Plant Filter Evaluation as part of the City's initiative to address aging infrastructure with reference to data in the 2006 Water Master Plan. The Filter Evaluation concluded that the City's filters were well beyond their design life and that operations was experiencing a significant decline in performance along with a notable increase in maintenance requirements. A filter replacement project was then prioritized and the filters were scheduled to be replaced, six at a time, in two construction phases. This project is Phase I of that schedule.

Page 1 of 2

On November 4<sup>th,</sup> the City Commission approved Change Order No.1 at the recommendation of Public Works officials to respond to unforeseen construction delivery delays and to sustain the public water demand until the end of the project.

On December 31, 2020, the consultant and the City awarded Substantial Completion to Sletten Construction Company. The filters performance has improved by approximately 30% longer run times and 25% to 40% less potable water used to clean.

### Project Work Scope

This project included rehabilitation and improvements to the 1932, 1952, and 1959 sections of filter beds on the West side of the Water Treatment Plant. The improvements included new filter media, underdrains, filter valves, actuators, air scour filter-cleaning equipment, backwash water piping, waste water dechlorination system, and associated electrical and control systems.

### **Evaluation and Selection Process**

Two (2) bids were received on November 20, 2019, with the base bid prices ranging from \$3,862,900.00 to \$4,436,000.00. Sletten Construction Company submitted the low base bid. Pricing on four (4) alternate options was solicited in addition to the base bid.

Sletten Construction Company was also awarded Change Order No. 1 for the amount of \$343,250.00, of this amount the City has paid \$310,310.00 the remaining \$32,940.00 will be returned to the water fund accounts. A Work Change Directive Summary table explaining these amounts is attached to this report.

### **Final Payment**

The final project cost is \$4,173,210.00, which is \$32,940.00 less than the awarded and approved contract amount. The decrease in this cost was due to effective final negotiations with respect to miscellaneous funding awarded in Change Order No. 1.

### Conclusion

City Staff recommends making the final payment of \$204,156.81 to Sletten Construction Company and \$2,062.19 to the State Miscellaneous Tax Fund. City staff verified that Sletten Construction Company has completed all work and punch list items in accordance with the plans and the contract. The two year warranty period started at the same time as substantial completion which was December 31, 2020.

### **Fiscal Impact:**

City Water Plant Funding funded this project in full.

### **Alternatives:**

The City Commission could vote to deny final payment. This action would likely result in litigation from the contractor to recover funds withheld as substantial completion documentation has been executed.

### **Attachments/Exhibits:**

OF 1637.1 Final Project Invoice OF 1637.1 WCD Summary Table OF 1637.1 Vicinity Map

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11 - RETENTION RELEASE February 23, 2021 Engineer's Project No.: P05231-2013-001 Contractor's Application for Payment No. Via (Engineer): AE2S Application Date: From (Contractor): Sletten Construction Company Contractor's Project No.: 2753-19615 Construction Phase 1 Application February, 2021 Contract: Period: Project: WTP Filtration Improvements Owner's Contract No.: O.F. 1637.1 ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE City of Great Falls

Application For Payment

Approved Change Orders	Change Order Summary		1. ORIGINAL CONTRACT PRICE	\$3,862,900.00
	Additions	Deductions	2. Net change by Change Orders	\$343,250,00
\$3	\$343,250.00		3. Current Contract Price (Line 1 ± 2)	\$4,206,150,00
			4. TOTAL COMPLETED AND STORED TO DATE	
			(Column F on Progress Estimate)	\$4,173,210.00
			S. RETAINAGE:	
			a. S4,173,210.00 Work Completed	
			b. X IN ABV Stored Material \$	
				\$4.173.210.00
				53 927 321 08
\$3	\$343,250.00			\$39,669.92
	\$343,250.00	0.00	8. AMOUNT DUE THIS APPLICATION (Line 6 - Lines 7a and b)	\$206,219.00
			9. AMOUNT DUE TO MT DEPT OF REVENUE GROSS TAX (1% of Line 8)	\$2.062.19
				\$204,156.81
certifies d from Own it to discha	nat to the best of its lo ter on account of Wor arge Contractor's legit r Applications for Par	The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) tide of all Work,	11. BALANCE TO FINISH, PLUS RETAINAGE  (Line 3 - Line 6))	\$32,940.00 7115C. UNITS
orporated in will pass tenembran	n said Work or other to Owner at time of p ices (except such as a	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	Payment of: 5 206, 219, 92	
ifying Own Vork covere	acceptable to Owner indemnifying Owner against any such Liens, security inter encumbrances); and (3) all Work to covered by this Application for Payment is in accordance with the Contract Documents and it was defending	acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and it and defending	(Line 8 or other - attach explanation of the other amount)	of the other amount)
, Louising	א מחתםום ווחו ווחו מפוביריו א	ú		

2-25-2021

(Date)

(Engineer)

is recommended by:

Sletten Construction Company

CONTRACTOR:

206, 219.00

Line 8 or other - attach explanation of the other amount)

(Омпег)

R. ROBERTO UBLIC for the

DAN FER

Subscribed and sworn to before me this 35 day of 22 HOM

County of: Cascade State of: Montana

Payment of:

2/23/21

Date:

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By:

Great Falls, MT 59401 1000 25th St N

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Residing at Gleat Falls, Montana My Commission Expression

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lber 27, 2022

Funding Agency (if applicable)

(Date)

Agenda #19.

EJCDC C-620 Contractor's Application for Payment

My Commission

Notary Public

## Progress Estimate - Unit Price Work

# Contractor's Application

For (Contract):	Construction Phase 1						Application Number:	11 - RETENTION RELEASE	ELEASE	
Application Period:	February, 2021						Application Date:	February 23, 2021		
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	Itêm				D. C. Laborator	Tretter of the d		C		
Bid Item No.	Description	Bid Item Quantity	Unit Price	Bid Item Value (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D+E)	% (F/B)	Balance to Finish (B - F)
101	Mobilization	1	\$134,000.00	\$134,000.00	100%	\$134,000.00		\$134,000.00	100.0%	
102	Demolition/Removal	1	\$1,410,600.00	\$1,410,600.00	100%	\$1,410,600.00		\$1,410,600.00	100.0%	
103	Influent Flume Bulkheads	1	\$56,300.00	\$56,300.00	100%	\$56,300.00		\$56,300.00	100.0%	
104	Surface Repairs/Coatings	-	\$155,700.00	\$155,700.00	100%	\$155,700.00		\$155,700.00	100.0%	
105	Process Piping and Valves	1	\$176,600.00	\$176,600.00	100%	\$176,600.00		\$176,600.00	100.0%	
106	Blower and Air Piping	_	\$496,700.00	\$496,700.00	100%	\$496,700.00		\$496,700.00	100.0%	
107	Filter Underdrains	-	\$594,400.00	\$594,400.00	100%	\$594,400.00		\$594,400.00	100.0%	
108	Filter Media	1	\$336,400.00	\$336,400.00	100%	\$336,400.00		\$336,400.00	100.0%	
109	Instrumentation and Controls	1	\$352,200.00	\$352,200.00	100%	\$352,200.00		\$352,200.00	100.0%	
110	Miscellaneous Work	150000	\$1.00	\$199,700.00	84%	\$166,760.00		\$166,760.00	83.5%	\$32,940.00
110.01-WCD 02	Ftr 13 & 15 Struct Repairs & Effluent Valve R&I + \$9,960.00	0966			100%	IN ABV				
110.02-WCD 03	Blower Air Piping Revisions + \$60,230.00	60230			100%	IN ABV				
110.03- WCD 04	Ftr 3 Exploritory Cores, Ftr 9 & 11 Addl Abatement + \$69,510.00	69510			100%	IN ABV				
110.04- WCD 07	Filter 5 & 7 Add'l Abatement, Clearwell Vents, Blower Valve Mod	37760			100%	IN ABV				
110.05- WCD 08		(8130)			%001	IN ABV				
110.06- WCD 09	Credit for Sod Restoration Post Close out	(2570)			100%	IN ABV				
10 0000	TI TI									
WCD 01	Phased Construction Sequence +\$222,000.00	1		\$222,000.00	100%	\$222,000.00		\$222,000.00		
WCD 05	Valve & Actuator Delay +\$47,200.00	1		\$47,200.00	100%	\$47,200.00		\$47,200.00		
WCD 06	Blower Air Rev 2 Conflict @ Valves & Stairs +\$24,350.00	1		\$24,350.00	100%	\$24,350.00		\$24,350.00		
	Totals			\$4,206,150.00		\$4,173,210.00		\$4,173,210,00	99.2%	\$32.940.00

### Stored Material Summary

Contractor's Application

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plication	Application Period:		February, 2021					Application Date:	February 23, 2021	021	
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Bid	:	Submittal No.	i	1	Stored P	Stored Previously		Completed and	Incorpora	Incorporated in Work	Materials Remaining
	Supplier Invoice No.	(with Specification Section No.)	Storage Location	Description of Materials or Equpment Stored	Date Placed into Storage (Month/Year)	Amount (\$)	Amount Stored this Month (\$)	Stored to Date (D + E)	Date (Month/ Year)	Amount (\$)	in Storage (\$) (D + E - F)
105	L849257	11280-01.0	ON SITE	DUCTILE IRON PIPE AND FITTINGS	2/2020	\$22,999.50		\$22,999.50	9/2020	\$22,999.50	
105	L849307	11280-01.0	ON SITE	DUCTILE IRON PIPE AND PITTINGS	2/2020	\$20,096.12		\$20,096.12	9/2020	\$20,096.12	
109	SI000641	16950-01.0	CASCADE ELECT	ELECTROMAGNETIC FLOWMETERS: FTR-05-FEI, FTR-07- FEI, FTR-09-FEI, FTR-11-FEI, FTR-13-FEI, FTR-15-FEI	1/2020	\$61,000.00		\$61,000.00	9/2020	\$61,000.00	
	SI000741	16921-01.0	CASCADE ELECT	CONTROL PANELS: BLWR-CPI, FTR-05-FCPI, FTR-07- FCPI, FTR-09-FCPI, FTR-11-FCPI, FTR-13-FCPI, FTR-15-	3/2020	\$134,033.90		\$134,033.90	9/2020	\$134,033.90	
-	3556B34914	11202-02.0	ON SITE	FILTER UNDERDRAIN	8/2020	\$133,849.30		\$133,849.30	12/2021	\$133,849.30	
108	3556B44269		ON SITE	FILTER MEDIA	10/2020	\$63,208.00		\$63,208.00	12/2021	\$63,208.00	
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	WTP Filter Improvements - Change Order Summary				
WCD#	Summary of Work	Amount	Funding Source	Add. Days	Misc. fund
1	Construction delays to accomidate delayed valve and actuator delivery and meet summer water demand	\$222,000.00	C.O. #1	208	
2	Materials and Labor associated with filter 13 &15 structural repairs	\$9,960.00	Miscellaneous	4	
3	Materials and Labor associated with HVAC and blower supply piping modifications	\$60,230.00	Miscellaneous	0	
4	Materials and Labor associated with filters 9 & 11 abatement and structural investigation	\$69,510.00	Miscellaneous	10	
5	Construction delays to accomidate delayed valve and actuator delivery	\$47,200.00	C.O. #1	25	
6	Materials and labor for blower air piping modifications to circumvent the access stair case	\$24,350.00	C.O. #1	0	
	Additional Miscellaneous funding	\$60,000.00	C.O. #1	0	\$60,000.00
7	Additional abatement, venting and pipe fixtures	\$37,760.00	MISC funding C.O. #1	24	\$37,760.00
8	Painting credit- Catwalks above filters 5,7,9,11,13, and 15	-\$8,130.00	Sletten Const.	0	-\$8,130.00
9	Sod Restoration	-\$2,570.00	Sletten Const.	0	-\$2,570.00
	C.O. No. 1 Sub total	\$493,250.00		271	\$32,940.00

Less previously awarded miscellaneous funding
C.O. No. 1 Net

Remaining of 60k Misc. Funding at Final Pay

\$32,940.00

